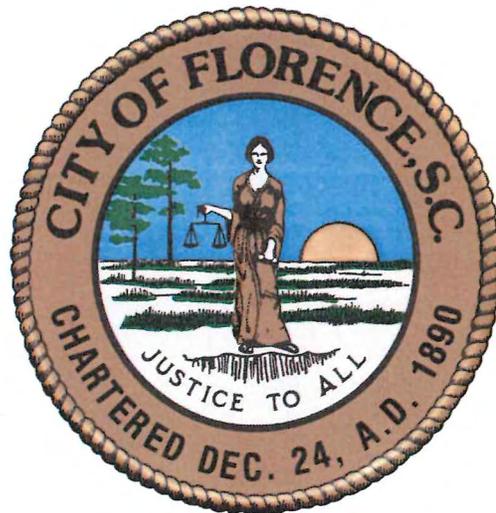


REGULAR MEETING
OF
FLORENCE CITY COUNCIL



COUNCIL CHAMBERS
ROOM 604, CITY-COUNTY COMPLEX
FLORENCE, SOUTH CAROLINA

MONDAY
AUGUST 12, 2013
1:00 P.M.

REGULAR MEETING OF FLORENCE CITY COUNCIL

MONDAY, AUGUST 12, 2013 - 1:00 P.M.

CITY CENTER – COUNCIL CHAMBERS

324 WEST EVANS STREET

FLORENCE, SOUTH CAROLINA

AGENDA

I. CALL TO ORDER

II. INVOCATION

Pledge of Allegiance

III. APPROVAL OF MINUTES

June 8, 2013 – Regular Meeting

IV. HONORS AND RECOGNITIONS

Retiree Recognition

John M. Calhoun – 25 years – May 9, 1988 – May 16, 2013

Isiah Samuel – 22 years – July 9, 1990 – June 28, 2013

Service Recognitions

Michael Brandt – 15 years – Police

Gerald Hendrix – 15 years – Fire

Adgie Kelly – 40 years – Equipment Maintenance

Andrew H. Griffin – 25 years – City Manager

Larry King – 15 years – Utility Finance

Cynthia Stone – 10 years – Fire

V. SPECIAL RECOGNITION

a. Mr. Benjamin Ingram (Councilman Hill)

VI. PUBLIC HEARING

- a. Chief Anson Shells – A public hearing on the Edward Byrnes Memorial Grant*

VII. APPEARANCE BEFORE COUNCIL

- a. Mr. Walter Fleming – Pee Dee Community Action Partnership – to request funding in the amount of \$50,000 to cover the cost of tutoring, utilities and rent at the Weed and Seed Safe Haven.*
- b. Ms. Sarah Scott-Lee – Woodmont Community Action Association – to talk about issues in their neighborhood.*
- c. Mr. Chuck Pope, Director of Public Works – Recognition of the City of Florence’s Recreation Department athletic participants and coaches.*
- d. Mr. James Kennedy – to address Council regarding the Kress Building.*

VIII. ORDINANCES IN POSITION

- a. Bill No. 2013 – 18 – Second Reading
An Ordinance authorizing the City to lease approximately 1.6 acres of land located on New Hope Road and described in detail on Exhibit A to the proposed lease to South Lynches Fire District under the terms and conditions of the lease attached hereto.*

IX. INTRODUCTION OF ORDINANCES

- a. Bill No. 2013 – 19 – First Reading
A Series Ordinance making provision for the terms and conditions of Combined Waterworks and Sewerage System Revenue borrowing of the City of Florence, South Carolina, authorized by a Bond Ordinance of the City of Florence adopted October 24, 2989, as amended; approving the financing of system improvements through the borrowing of not exceeding \$3,890,000 plus capitalized interest, if any, from the State Water Pollution Control Revolving Fund, by agreement with the South Carolina Water Quality Revolving Fund Authority pursuant to Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as amended; providing for the Agreement to make and to accept a loan, the execution and delivery of a loan agreement between the City of Florence and the South Carolina Water Quality Revolving Fund Authority, the execution and delivery of a promissory note from the City of Florence to the South Carolina Water Quality Revolving Fund Authority; and other matters relating thereto.*

- b. *Bill No. 2013 – 20 – First Reading***
An Ordinance to regulate businesses by enacting a new chapter in the City of Florence Code of Ordinances to establish provisions and requirements for the screening of criminal records by employers within the City of Florence.

X. INTRODUCTION OF RESOLUTIONS

- a. *Resolution No. 2013 - 17***
A Resolution to commit \$600,000 from the City of Florence Reserve/Emergency Funds to be replaced by a tax increase to begin 2014.
(Ms. Evelina Lawrence would like to address Council regarding this Resolution)
- b. *Resolution No. 2013 – 18***
A Resolution to name the South Dargan Street Dining Courtyard
- c. *Resolution No. 2013 – 19***
A Resolution approving and authorizing the execution of the Consent Decree in the action pending in the U. S. District Court in Civil Action No. 4:13-cv-01522-RBH regarding the Timmonsville Utility which is being acquired by the City of Florence.

XI. REPORT TO COUNCIL

- a. *Appointments to Boards and Commissions***
- b. *To give consideration to a request by Councilman Robinson to adopt a motion regarding the Minority Procurement Policy for the Health and Science Building.***

XII. EXECUTIVE SESSION

- a. *Legal Matter***

XIII. ADJOURN

REGULAR MEETING OF FLORENCE CITY COUNCIL
MONDAY, JULY 8, 2013 - 3:00 P.M.
FLORENCE COUNTY COMPLEX, ROOM 604
FLORENCE, SOUTH CAROLINA

MEMBERS PRESENT: Mayor Wukela called the regular meeting to order at 3:00 p.m. with the following members present: Mayor Pro tem Frank J. Brand; Councilman Robby L. Hill; Councilwoman Teresa Myers Ervin; Councilman Ed Robinson; and Councilman Glynn F. Willis. (Councilwoman Williams-Blake arrived at 4:00 p.m.)

ALSO PRESENT: Mr. Drew Griffin, City Manager; Mrs. Dianne M. Rowan, Municipal Clerk; Mr. James W. Peterson, Jr., City Attorney; Phillip Lookadoo, Director of Urban Planning, Research and Development; Thomas Chandler, Director of Finance; Michael Hemingway, Director of Utilities; Ray Reich, Downtown Development Manager; Chuck Pope, Director of Public Works; Scotty Davis, Director of General Services; and Chief Randy Osterman, Florence Fire Department.

Notice of the date, time and location of the meeting was provided to the media and those individuals requesting copies of the City Council agenda.

Ms. Lindsay Buchanan from the Morning News and Ms. Tonya Brown from WPDE TV-15 were present for the meeting.

INVOCATION

Councilwoman Teresa Myers Ervin gave the invocation for the meeting. The Pledge of Allegiance to the American Flag followed.

APPROVAL OF MINUTES

Mayor Pro tem Brand made a motion to adopt the minutes of the May 22, 2013 Special Meeting and the minutes of the June 10, 2013 Regular Meeting. Councilman Willis seconded the motion, which carried unanimously.

HONORS AND RECOGNITIONS

Mayor Wukela presented a Certificate of Recognition to the following employees:

- Joseph Wallace – 25 years – Wastewater
- Jerome Daniels – 20 years – Distribution Operations
- Lacy King – 15 years – Wastewater
- Robert Drulis – 15 years – Police
- Lee Davis – 15 years – Police
- Thomas “Bo” Myers – 10 years – Police

SPECIAL RECOGNITIONS

Councilwoman Ervin recognized Johnny Ross, who is a recent graduate of South Florence High School and is shadowing Councilwoman Ervin. Mr. Ross will begin attending Francis Marion University this fall. He has an interest in political science.

Councilwoman Ervin recognized the members of APOYL, a girl empowerment group, whose mission is to empower young women through community involvement.

ORDINANCES IN POSITION

BILL NO. 2013-14 – SECOND READING

AN ORDINANCE TO ANNEX TAX MAP NUMBER 17518-01-001 AND ZONE SAME PROPERTY TO R-4, MULTI-FAMILY RESIDENTIAL DISTRICT.

An Ordinance to annex Tax Map Number 17518-01-001 and zone same property R-4, Multi Family Residential District was adopted on second reading.

Mayor Pro tem Brand made a motion to adopt Bill No. 2013-14 on second reading. Councilman Willis seconded the motion, which carried unanimously.

BILL NO. 2013-15 – SECOND READING

AN ORDINANCE TO AMEND ORDINANCE 94-03 TO PROVIDE FOR AN ADJUSTMENT OF THE PORTION OF THE LOCAL OPTION SALES TAX COLLECTED TO BE USED AS A CREDIT AGAINST THE PROPERTY TAX.

An Ordinance to amend Ordinance 94-03 to provide for an adjustment of the portion of the local option sales tax collected to be used as a credit against the property tax was adopted on second reading.

Mayor Wukela stated there is an amendment to Bill No. 2013-15 that has been requested by Council. The amendment provides that the money, instead of being used the first three years, it will be the first \$3 million dollars for the 3rd and 4th year medical facility in downtown Florence and the second \$3 million will be used for neighborhood redevelopment.

Mayor Pro tem Brand made a motion to adopt Bill No. 2013-15 with the amendments. Councilman Hill seconded the motion.

Councilman Robinson expressed his opposition to this Ordinance.

Councilman Robinson made a motion to amend the funding that half the money that is collected will go to neighborhood redevelopment right away and the other half will go to the medical facility. Councilwoman Ervin seconded the motion.

Voting in favor of the motion was Councilman Robinson.

Voting against the motion was Councilman Hill, Councilwoman Ervin, Mayor Wukela, Mayor Pro tem Brand and Councilman Willis.

BILL NO. 2013-16 – SECOND READING

AN ORDINANCE TO DESIGNATE 147 WEST EVANS STREET AS A LOCAL HISTORIC RESOURCE.

An Ordinance to designate 147 West Evans Street as a local historic resource was adopted on second reading.

Mayor Pro tem Brand made a motion to adopt Bill No. 2013-16 on second reading. Councilman Willis seconded the motion, which carried unanimously.

BILL NO. 2013-17 – SECOND READING
AN ORDINANCE TO DESIGNATE 150 NORTH DARGAN STREET AS A LOCAL HISTORIC RESOURCE.

An Ordinance to designate 150 North Dargan Street as a local historic resource was adopted on second reading.

Mayor Pro tem Brand made a motion to adopt Bill No. 2013-17 on second reading. Councilman Willis seconded the motion, which carried unanimously.

INTRODUCTION OF ORDINANCES

BILL NO. 2013-18 – FIRST READING
AN ORDINANCE AUTHORIZING THE CITY TO LEASE APPROXIMATELY 1.6 ACRES OF LAND LOCATED ON NEW HOPE ROAD AND DESCRIBED IN DETAIL ON EXHIBIT A TO THE PROPOSED LEASE TO SOUTH LYNCHES FIRE DISTRICT UNDER THE TERMS AND CONDITIONS OF THE LEASE ATTACHED HERETO.

An Ordinance authorizing the City to lease approximately 1.6 acres of land located on New Hope Road and described in detail on Exhibit A to the proposed lease to South Lynches Fire District under the terms and conditions of the lease attached hereto was passed on first reading.

Mr. Drew Griffin, City Manager reported that a couple of months ago this concept was brought to Council as the result of a request received from the South Lynches Fire Department and Sam Borckington. South Lynches Fire District is requesting to use the property to build a fire station on. This is a piece of property and well system that the city does not intend to develop.

Council requested the City Attorney and the City Manager to determine if the property should be conveyed to the County or if a long term lease should be negotiated. Following their discussions, they are recommending a long term lease.

The Ordinance that is before Council positions the City to sign the proposed lease and allows the rural fire department to move forward with their plans, engineering, and designing the site.

Councilman Willis made a motion to pass Bill No. 2013-18 on first reading. Mayor Pro tem Brand seconded the motion, which carried unanimously.

INTRODUCTION OF RESOLUTIONS

RESOLUTION NO. 2013 – 15
A RESOLUTION TO NAME THE SOUTH DARGAN STREET PLAZA TO JAMES ALLEN PLAZA.

A Resolution to name the South Dargan Street Plaza the James Allen Plaza was adopted by Council.

Mr. Phillip Lookadoo, Director of Planning, Research and Development reported that in accordance with the naming policy of public facilities this request was submitted by Mr. Ben Zeigler and was taken before Planning Commission at their last regular meeting. Planning Commission members voted 8-0 to recommend naming this the James Allen Plaza.

Mayor Pro tem Brand made a motion to adopt Resolution No. 2013-15. Councilman Willis seconded the motion, which carried unanimously.

RESOLUTION NO. 2013 – 16

A RESOLUTION DESIGNATING THE CITY OF FLORENCE A PURPLE HEART CITY.

A Resolution designating the City of Florence a Purple Heart City was adopted by Council.

Councilman Willis made a motion to adopt Resolution No. 2013-16. Mayor Pro tem Brand seconded the motion, which carried unanimously.

REPORTS TO COUNCIL

APPOINTMENTS TO BOARDS AND COMMISSIONS

ACCOMMODATIONS TAX ADVISORY COMMITTEE

Councilwoman Williams-Blake made a motion to reappoint Mr. Steven Doulaveris to serve on the Accommodations Tax Advisory Committee. Mayor Pro tem Brand seconded the motion, which carried unanimously.

Mr. Doulaveris was reappointed to serve on the Accommodations Tax Advisory Committee for a term to begin July 1, 2013 and end June 30, 2016.

Councilman Hill made a motion to reappoint Mrs. Lyles C. Lyles to serve on the Accommodations Tax Advisory Committee. Mayor Pro tem Brand seconded the motion, which carried unanimously.

Mrs. Lyles was reappointed to serve on the Accommodations Tax Advisory Committee for a term to begin July 1, 2013 and end June 30, 2016.

AGRICULTURE COMMISSION

Mayor Wukela made a motion to reappoint Mr. Jessie Adams to serve on the Agriculture Commission. Mayor Pro tem Brand seconded the motion, which carried unanimously.

Mr. Jessie Adams was reappointed to serve on the Agriculture Commission for a term to begin July 1, 2013 and end June 30, 2016.

CITY OF FLORENCE PLANNING COMMISSION

Councilwoman Ervin made a motion to reappoint Mrs. Betty Faye Gregg to serve on the Planning Commission. Councilman Willis seconded the motion, which carried unanimously.

Mrs. Betty Faye Gregg was reappointed to serve on the Planning Commission for a term to begin July 1, 2013 and end June 30, 2016.

Councilman Robinson made a motion to reappoint Mr. Simon Lee to serve on the Planning Commission. Mayor Pro tem Brand seconded the motion, which carried unanimously.

Mr. Lee was reappointed to serve on the Planning Commission for a term to begin July 1, 2013 and end June 30, 2016.

Councilman Willis made a motion to appoint Mr. Jay Jordan to serve on the Planning Commission. Mayor Pro tem Brand seconded the motion, which carried unanimously.

Mr. Jordan was appointed to serve on the Planning Commission for a term to begin July 1, 2013 and end June 30, 2016.

CITY OF FLORENCE BOARD OF ZONING APPEALS

Councilwoman Williams-Blake made a motion to reappoint Mr. Larry Chewning to serve on the Board of Zoning Appeals. Mayor Pro tem Brand seconded the motion, which carried unanimously.

Mr. Chewning was reappointed to serve on the Board of Zoning Appeals for a term to begin July 1, 2013 and end June 30, 2016.

Councilman Hill made a motion to reappoint Mr. Larry Adams to serve on the Board of Zoning Appeals. Mayor Pro tem Brand seconded the motion, which carried unanimously.

Mr. Larry Adams was reappointed to serve on the Board of Zoning Appeals for a term to begin July 1, 2013 and end June 30, 2016.

DESIGN REVIEW BOARD

Councilwoman Ervin made a motion to reappoint Mr. Cedrick Brigman to serve on the Design Review Board. Councilman Hill seconded the motion, which carried unanimously.

Mr. Cedrick Brigman was reappointed to serve on the Design Review Board for a term to begin immediately and end June 30, 2017.

Councilman Robinson made a motion to reappoint Mr. Nathaniel Mitchell to serve on the Design Review Board. Mayor Pro tem Brand seconded the motion, which carried unanimously.

Mr. Nathaniel Mitchell was reappointed to serve on the Design Review Board for a term to begin July 1, 2013 and end June 30, 2017.

Mayor Pro tem Brand made a motion to reappoint Mrs. Julia Buyck to serve on the Design Review Board. Councilman Willis seconded the motion, which carried unanimously.

Mrs. Buyck was reappointed to serve on the Design Review Board for a term to begin July 1, 2013 and end June 30, 2017.

HISTORICAL COMMISSION

Councilman Willis made a motion to reappoint Mr. Andrew Kampiziones to serve on the Historical Commission. Mayor Pro tem Brand seconded the motion, which carried unanimously.

Mr. Andrew Kampiziones was reappointed to serve on the Historical Commission for a term to begin July 1, 2013 and end June 30, 2017.

HOUSING AUTHORITY

Mayor Wukela made a motion to reappoint Mr. John R. Etheridge, III to serve on the Housing Authority. Councilwoman Ervin seconded the motion, which carried unanimously.

Mr. Etheridge was reappointed to serve on the Housing Authority for a term to begin July 1, 2013 and end June 30, 2018.

PARKS AND BEAUTIFICATION COMMISSION

Councilwoman Williams-Blake made a motion to reappoint Mr. Walter Sallenger to serve on the Parks and Beautification Commission. Mayor Pro tem Brand seconded the motion, which carried unanimously.

Mr. Sallenger was reappointed to serve on the Parks and Beautification Commission for a term to begin July 1, 2013 and end June 30, 2018.

Councilman Hill made a motion to appoint Mr. Corey Phillips to serve on the Parks and Beautification Commission. Councilwoman Ervin seconded the motion, which carried unanimously.

Mr. Phillips was appointed to serve on the Parks and Beautification Commission for a term to begin July 1, 2013 and end June 30, 2018.

PEE DEE REGIONAL TRANSPORTATION AGENCY

Councilwoman Ervin made a motion to reappoint Councilman Ed Robinson to serve on the PDRTA. Councilman Willis seconded the motion, which carried unanimously.

Councilman Ed Robinson was reappointed to serve on the PDRTA for a term to begin July 1, 2013 and end June 30, 2016.

A REPORT REGARDING DISCUSSIONS OF THE NEIGHBORHOOD COMMUNITY COMMITTEE OF COUNCIL.

Mr. Drew Griffin, City Manager stated that about a year ago URS, a consultant, did a neighborhood study to provide basic information of what the neighborhoods were looking for. The plan was completed at the end of 2012 and they met with City Staff to review the plan. During that review they offered certain strategic planning efforts and recommendations to staff. In March, staff conducted a detailed statistical analysis of the neighborhoods. Critical issues that were identified within the declining neighborhoods were lack of homeownership and infrastructure improvements that need to be made.

Following the March 2013 City Council meeting, a three person committee of Councilwoman Teresa Ervin (Chair), Councilwoman Octavia Williams-Blake and Councilman Robby Hill was appointed. The committee, along with Mr. Griffin has met several times and would like to introduce the concept of moving forward to Council. The committee is also making the following recommendations: 1) develop and publish an RFQ to select a consultant or firm to provide immediate and long term direction to the city; 2) improve lighting within the designated neighborhoods to include pruning and working with the trees; 3) establish a neighborhood resource person; and 4) to begin thinking in terms of community partners. As stated earlier there is \$300,000 in the current budget that can be moved forward to be used with neighborhood planning efforts. The committee is recommending using some of these monies in this effort.

Councilwoman Ervin made a motion to allocate the initial money regarding neighborhood redevelopment through the recommendation of her committee. Councilman Hill seconded the motion.

Councilman Robinson stated his concerns with having \$300,000 for neighborhood redevelopment as compared to allocating \$3 million for the medical facility. Councilman Robinson feels the neighborhoods have been neglected and that it will be another 3 or 4 years before any substantial money is invested in them.

**REGULAR MEETING OF FLORENCE CITY COUNCIL
JULY 8, 2013 – PAGE 7**

In closing, Mayor Wukela stated this \$300,000 allocation is in addition to the \$3 million dollars that was spoken about earlier in the meeting that Council has committed to spending on neighborhood redevelopment.

The motion before Council passed unanimously.

EXECUTIVE SESSION

Councilman Willis made a motion to enter into Executive Session for the purpose of discussing four contractual matters and one legal matter. Mayor Pro tem Brand seconded the motion, which carried unanimously.

Council entered into Executive Session at 3:57 p.m.

(Councilwoman Williams-Blake arrived at 4:00 p.m.)

Mayor Wukela reconvened the regular meeting at 5:08 p.m.

Mayor Wukela stated that a number of contractual and legal matters were discussed in Executive Session. However, only one of the matters requires action by Council.

Council has received an offer from Palmetto Petro, LLC located at 247 North Irby Street. The request comes by letter dated June 26, 2013 by an authorized signer from Palmetto Petro with a tentative offer to purchase at the rate of \$400,000. If Council wishes to proceed with selling this property, the appropriate move in response to the request is to pass a motion to put out an RFP for that property.

Councilman Robinson made a motion to proceed with an RFP regarding the purchase of the property located at 247 North Irby Street. Councilman Robinson stated that this property is the gas station that is located across from Trinity Baptist Church and is within the realms of the downtown growth.

Following a discussion regarding the best way to proceed with the request, a motion was made by Councilwoman Ervin and seconded by Councilman Robinson to hold a worksession within 60 days to discuss the property and to look at the development of the properties north of the County Complex. This worksession will also include a discussion on the plans that HopeHealth has for the property north of the Complex.

In light of this motion, Councilman Robinson withdrew his motion to proceed with an RFP regarding the property at 247 North Irby Street.

Mayor Pro tem Brand made a motion that at the present time Council decline the offer made by Palmetto Petro to purchase the property located at 247 North Irby Street. Councilman Willis seconded the motion.

Voting in favor of Mayor Pro tem Brand's motion was Councilman Hill, Councilwoman Ervin, Mayor Wukela, Mayor Pro tem Brand, Councilwoman Williams-Blake and Councilman Willis.

Voting in opposition to Mayor Pro tem Brand's motion was Councilman Robinson.

REGULAR MEETING OF FLORENCE CITY COUNCIL
JULY 8, 2013 – PAGE 8

ADJOURN

Mayor Pro tem Brand made a motion to adjourn the meeting. Councilman Hill seconded the motion.

The meeting was adjourned at 5:33 p.m.

Dianne M. Rowan, Municipal Clerk

Stephen J. Wukela, Mayor



VII. a
Mr. Walter Fleming

Ch

June 27, 2013

Mr. Drew Griffith, City Manager
City of Florence
City-County Complex AA
180 North Irby Street
Florence, SC 29501-3456

Dear Mr.Griffith:

Enclosed is the Application for Direct Assistance Grant Funding Fiscal Year 2013-2014. If additional information is needed to process this application, please contact me at 843-678-3400 ext. 119.

Thanks,

A handwritten signature in black ink, appearing to read "Alberta Durant".

Alberta Durant
Fiscal Director
flopdcaa@aol.com

Enclosure: Application for Direct Assistance Grant Funding Fiscal Year 2013-2014

Serving: Florence / Marion / Dillon Counties



City of Florence, South Carolina
APPLICATION FOR DIRECT ASSISTANCE GRANT FUNDING
Fiscal Year 2013-2014

The City of Florence, SC Application for Direct Assistance Grant Funding must be completed by any organization/event/project requesting direct assistance funding from the City. All information requested below must be provided and a copy of financial statements and a budget must be included as part of the application process. Funding approved by the City will be remitted on a reimbursement basis for actual expenses incurred. Proof of expenses including payment documentation and cancelled checks must be provided to receive reimbursement funding. Funding approved is for the City's current fiscal year only which runs from July 1 through June 30. **NOTE: The application for funding must be received by the City within 30 days of the date indicated in Date Funding Requested field below. If the application for funding is received by the City by the 15th of the month, the request will be considered at the next scheduled City Council meeting. Applications received after the 15th of the month will not be considered until the Council meeting following the next scheduled meeting. City Council meetings are held on the second Monday of each month.**

Amount Requested: \$ \$50,000.00

CITY OF FLORENCE USE ONLY	
Date Funding Requested:	<u>06/27/2013</u>
Date Application Received:	<u>6/28/2013</u>

A. Name of applicant organization/event/project: Pee Dee Community Action Partnership Florence County Weed and Seed Safe Haven Program

Name of fiscal agent, if applicable (enter "Same" if the fiscal agent is the same as applicant): SAME

B. Is applicant or fiscal agent non-profit? Yes No If yes, indicate legal non-profit status:

C. Describe below the purpose, goals, and/or mission of the organization/project/event.
 In the 15 years since its founding, the Weed and Seed Safe Haven Program has played a major role in the transformation of lower-income families seeking resources for their children. The Weed and Seed Safe Haven provides youth a valuable structured alternative to unsupervised and unproductive activities throughout the year.

The Weed and Seed Safe Haven operates as an umbrella to several other programs such as The City of Florence Touch of the Glove Boxing Program, Weed and Seed Summer Camp Program, Youth Leadership Program and Food and Nutrition Program, and provides an environment that promotes positive values and healthy habits to at risks youth. Weed and Seed Safe Haven provides youth with access to productive activities otherwise unavailable in low-income areas.

D. Describe below how the organization/project/event will use the requested funding.
 The requested funds will cover the cost of tutoring, utilities and rent.

PEE DEE COMMUNITY ACTION PARTNERSHIP

Date:06/27/2013

Summary Expenditure Report

Page: 1

Time:14:19:02

01/01/2012 --- 12/31/2012

FUND	DEPT	OBJECT	Period Transaction	Budget	Expended	Committed	Remaining Budget	% Spent
WS12	012	WEED & SEED	2012 N/F - WEED & SEEDeh					
5132	FIELD TRIPS		922.50	950.00	922.50	0.00	27.50	97.11
5200	TRANSPORTATION/PARTICIPAN		2,676.94	2,700.00	2,676.94	0.00	23.06	99.15
5206	UTILITIES		5,886.44	5,075.00	5,886.44	0.00	-811.44	115.99
5209	TELEPHONE		3,584.89	3,600.00	3,584.89	0.00	15.11	99.58
5211	MAINTENANCE & REPAIR		2,145.61	2,500.00	2,145.61	0.00	354.39	85.82
5213	PRINTING/PUB. ADV.		1,183.07	1,183.07	1,183.07	0.00	0.00	100.00
5228	TUTORING		10,229.88	10,500.00	10,229.88	0.00	270.12	97.43
5401	SPACE COST & RENTAL		8,000.00	8,200.00	8,000.00	0.00	200.00	97.56
5422	INSURANCE		685.12	685.12	685.12	0.00	0.00	100.00
5503	OFFICE SUPPLIES		510.01	550.00	510.01	0.00	39.99	92.73
5505	FOOD SUPPLIES		316.10	500.00	316.10	0.00	183.90	63.22
5508	CLASSROOM SUPPLY		176.65	539.51	176.65	0.00	362.86	32.74
5510	NONFOOD/JANITORIAL SUPPLIES		174.70	450.00	174.70	0.00	275.30	38.82
Total WS12 012			36,491.91	37,432.70	36,491.91	0.00	940.79	97.49

Report Total	Period Transaction	Budget	Expended	Committed	Remaining Budget	% Spent
	36,491.91	37,432.70	36,491.91	0.00	940.79	97.49

PEE DEE COMMUNITY ACTION PARTNERSHIP

Date:06/27/2013

Summary Expenditure Report

Page: 1

Time:14:37:24

01/01/2012 --- 12/31/2012

FUND	DEPT	OBJECT	Period Transaction	Budget	Expended	Committed	Remaining Budget	% Spent
FL12	59	FLORENCE COUNTY - FLORENCE CITY (WS)						
5206	UTILITIES		1,931.34	7,000.00	1,931.34	0.00	5,068.66	27.59
5209	TELEPHONE		885.17	2,550.00	885.17	0.00	1,664.83	34.71
5228	TUTORING		3,619.00	11,450.00	3,619.00	0.00	7,831.00	31.61
5401	SPACE COST & RENTAL		3,000.00	9,000.00	3,000.00	0.00	6,000.00	33.33
Total	FL12	59	9,435.51	30,000.00	9,435.51	0.00	20,564.49	31.45

	Period Transaction	Budget	Expended	Committed	Remaining Budget	% Spent
Report Total	9,435.51	30,000.00	9,435.51	0.00	20,564.49	31.45

FLORENCE CITY COUNCIL MEETING

DATE: August 12, 2013
AGENDA ITEM: Recognition of Athletic Champions
DIVISION/DEPARTMENT: Recreation / Public Works

ISSUE UNDER CONSIDERATION:

Recognition of City of Florence Recreation Department athletic participants and coaches.

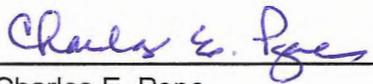
POINTS TO CONSIDER:

1. Florence Junior Football League – 2012 State Champions (8-10 year old Division)
2. Florence Track Club – 2013 USATF Jr. Olympic State Champions (Individual and Team)
3. Florence Gymnastics Team – USAG & AAU State Champions, AAU National Champions
4. Florence Double Dutch Team – 2013 State Champions

ATTACHMENTS:

1. A list of teams, participants and coaches being recognized for outstanding achievement during the 2012-2013 athletic seasons.

Andrew H. Griffin
City Manager


Charles E. Pope
Public Works Director

Florence Junior Football League
South Carolina Recreation & Parks Association
STATE CHAMPIONS

Cheerleaders (8 - 10 year olds)

Tiffany Bristow
J'Niya Garris
Chyane Hickson
Anaya Roberts
Kymoree Wynn

Kayla Dixon
MaKayla Harrison
Ariyanah Jones
Alexis Seegars

Coaches

Linda Brigman

Bertina Wynn

Football Team (8 - 10 year olds)

Kemuel Arthur
Billy Barlow
Chris Brigman
Joshua Carr
Cameron Ellis
Kenneth Frederick
Grayson Harrell
Justice Jackson
JaKobe Quillen
Dylan Snyder
Braxton Taylor
Kenyatta Williams
Quincy Woods

DeMarcus Bailey
Nicholas Boatwright
Jordan Burch
Nikolas Edick
George Derrick Floyd
Shaquan Hardy
Quentin Hodge
Lake Martin
Savion Sims
Tre Stubbs
Shaquielle White
Hahsaun Wilson

Coaches

Raymond Brigman
Tom Snyder

Joe Edick
William Barlow

GYMNASTICS CHAMPIONS

Areas of Competition

V = Vault, B = Uneven Bars, BB = Balance Beam, F = Floor

AR = All Around (includes all four areas)

STATE CHAMPION GYMNASTS

USAG (USA Gymnastics)

AAU (Amateur Athletic Union) Gymnastics

Addie Bausmith	USAG Level 4	(F)
Ariel Davis	USAG Level 4	(V, F, AR)
	AAU Level 4	(V, B, BB, F, AR)
Victoria Fisher	USAG Level 4	(B)
Lindie Matthee	USGA Level 4	(V, B, BB, F, AR)
Diamond Hickson	AAU Level 5	(V, B)
Mackenzie Luikart	USAG Level 7	(V, B, BB, F, AR)
	AAU Level 7	(V, B, BB, F, AR)
Marcy Pegram	AAU Level 7	(V, B, F, AR)
Emily SantiAnna	AAU Level 7	(V, B, BB, F, AR)
Logan Hewitt	AAU XCEL Gold	(B)
Mattison Stephenson	USAG XCEL Gold	(V, F)
	AAU XCEL Gold	(V, F, AR)
Mims Weldon	AAU XCEL Gold	(V, F, AR)

NATIONAL CHAMPION GYMNASTS

AAU (Amateur Athletic Union) Gymnastics

Ariel Davis	AAU Level 4	(V, B, AR)
Emily SantiAnna	AAU Level 7	(B, AR)

Coaches

Pam Mobley
Emily Bingaman
Rachel Sadler

Valencia Oxendine-Rose
Mallori Giordano

FLORENCE TRACK CLUB

USATF Track & Field State Champions

INDIVIDUAL STATE CHAMPIONS

Kamille Cunningham
Salvage Ellis
Anthony SantiAnna
Thandi Stewart
Hahsaun Wilson

Long Jump
400 Meter Dash
Javelin Champion
Shot Put
100 Meter Dash

TEAM STATE CHAMPION 17 – 18 Year Old Boys

Benjamin Bigelow
Jamari McCall
Tyriek Sampson

Lamonte Chandler
Shon Rice
Andy Truman

Track Club Coaches

Julie Allen
Mark Bluman
Caitlyn Buxton
Gary Dauksch
Tammie Durant
Perry Foster
Doug Guinn
Angela Hitch
Anu Kalur
Jennifer King
Matthew Kistner
Don SantiAnna
Stacey Spence
Winston Stewart
Bill Truman

David Banner
Artie Buxton
Anne Cartwright
Heidi Dean
Belinda Elmore
James Gard
Barbara Haywood
Gil Howarth
Gokul Kalur
Brian Kistner
Alexis Morris
Lois Shake
Patricia Stewart
Alicia Truman

DOUBLE DUTCH

World Tournament Results

Team Results

Baby Doll Divas 2 Third Grade Team State Champion

Jermyzha Alexander
Moya Bryce

Sara Brown
Kamari Scott

Baby Doll Divas 2 Fourth Grade Team State Champion

Valesse Ervin
Iyani Sims

Elasia Niles
Nisha Wilson

3G 1B Fifth Grade Team State Champion

Carlyn Foster
Makenzie McDaniel

Jalen Livingston
Jada Stagers

Official Swag Team Sixth Grade Team State Champion

Ariona Cooper

De'Leja Lee

Kyesha Kennedy

Coaches

Renetha Stagers
Missy Burgess

Tierra Widder
David Caldwell

VIII. a.
Bill No. 2013-18
Second Reading

FLORENCE CITY COUNCIL MEETING

DATE: August 12, 2013

AGENDA ITEM Ordinance in Position *-2nd Reading*

DEPARTMENT/DIVISION: Utilities Department/City Manager

ISSUE UNDER CONSIDERATION: To provide an update and receive direction regarding the use of City owned property located on New Hope Road. The South Lynches Fire Department has determined a need to build a new fire station and this site is suitable for their purposes.

CURRENT STATUS/PREVIOUS ACTION TAKEN:

1. The land currently has an undeveloped well located on the site that the City acquired at time of purchase of the Florence County utility system.
2. The City has no intention to develop and produce water from this well.
3. During a Council Meeting held on February 11, 2013, City Council voted to declare the property surplus and directed staff to discuss with representatives of Florence County and South Lynches Fire Department regarding the use of the property.
4. During the meeting it was stated that staff would advise Council of our recommendation prior to final action.

POINTS TO CONSIDER:

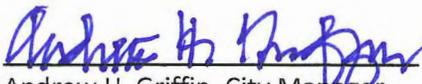
1. Staff has had a number of discussions regarding the site with representatives of Florence County and South Lynches Fire Department. Mr. Jim Peterson has drafted a lease which has been reviewed and approved by City staff and other interested parties.
2. The South Lynches Fire Department is now ready to move forward with their development of the site.

STAFF RECOMMENDATION: Staff recommends that City Council directs the City Manager to sign the lease agreement.

PERSONAL NOTES:

ATTACHMENTS:

1. Location and site map(s).
2. Letter from the South Lynches Fire Department requesting the use of the property.
3. Agenda information from the Council Meeting dated February 11, 2013.
4. Copy of minutes from Council Meeting held February 11, 2013.
5. Copy of lease agreement prepared by Mr. Jim Peterson (City Attorney).
6. Ordinance


Andrew H. Griffin, City Manager







SOUTH LYNCHES FIRE DEPARTMENT

STATION 1 - LAKE CITY
STATION 2 - COWARD
STATION 3 - CAMP BRANCH
STATION 4 - CADES
STATION 5 - LEO-CAMERONTOWN
STATION 6 - SCRANTON

January 17, 2013

*Mr. Drew Griffin, City Manager
City of Florence
City-County Complex, AA
180 North Irby Street
Florence, South Carolina 29501-3456*

Dear Mr. Griffin:

As we have discussed, South Lynchess Fire Department would like to acquire the lot located on New Hope Road just off of Hwy. 52 near Coward to construct a new fire station. We understand the Town of Coward would like to have the well that is presently on the site, and we will do whatever is necessary to see that this is accomplished. As I mentioned to you, our Department will gladly pay any expenses related to obtain this property including the survey and legal costs.

I look forward to hearing from you concerning this matter and how to proceed.

Sincerely,

SOUTH LYNCHES FIRE DEPARTMENT

*S. K. Brockington, Jr. /dba.
S. K. Brockington, Jr.
Chief*

SKBjr:dba

**VIII. a.
Report – Surplus
Property**

FLORENCE CITY COUNCIL MEETING

DATE: February 11, 2013

AGENDA ITEM: Report to Council

DEPARTMENT/DIVISION: Utilities Department/City Manager

ISSUE UNDER CONSIDERATION: To declare as surplus property, land totaling approximately 1.6 acres located on New Hope Road. The South Lynches Fire Department has determined a need to build a new fire station and this site is suitable for their purposes.

CURRENT STATUS/PREVIOUS ACTION TAKEN:

1. The land currently has an underdeveloped well located on the site that the City acquired at time of purchase of the Florence County utility system.
2. The City has no intention to produce water from the well and use the water as part of the City's water supply.

POINTS TO CONSIDER:

1. As noted above, the well located at 201 W. New Hope Road was acquired by the City at the time the City purchased the Florence County utility systems.
2. The property area is approximately 1.6 acres.
3. As noted on the site map the property is located on the very southern edge of the City's franchise area.
4. The site consists of the undeveloped well, the well casing (pipe protruding from the ground of approximately 3 feet) and a 6 foot chain link fence surrounding the well casing.
5. This well is of limited if any value to the City because hydraulically we are unable without significant capital investment to tie this water supply into the City's distribution system. It is more cost effective for the City to develop future water supply from the City's surface water treatment plant than from this source.
6. In the past, the City has entered into discussion with the Town of Coward for the transfer of the well and land to their ownership. These discussions have never resulted in an official request from the Town.
7. At the time of purchase of the Florence County utility systems the land had an asset value of \$7,765 and the well had an asset value of the \$186,940.
8. We believe the site could be developed in a manner that reserves the future use of the well site. The City of Florence on several different occasions has developed property for fire service purposes in junction with the City's water supply system.

STAFF RECOMMENDATION: Staff recommends that City Council declare the property surplus and offer either a long term lease arrangement or some other conveyance of the use of the property to the South Lynches Fire Department for the purposes of construction of a new fire station.

PERSONAL NOTES:

ATTACHMENTS:

1. Location and site map(s)
2. Letter from the South Lynches Fire Department requesting the use of the property.
3. Picture of the site.


Andrew H. Griffin
City Manager

INTRODUCTION OF RESOLUTION

RESOLUTION NO. 2013-05

A RESOLUTION AUTHORIZING THE CITY MANAGER TO COMPLETE, AND THE MAYOR TO EXECUTE AND SUBMIT AN APPLICATION TO THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY FOR A LOW INTEREST LOAN FROM THE WATER POLLUTION CONTROL REVOLVING LOAN FUND IN AN AMOUNT OF APPROXIMATELY \$3,428,500 TO FINANCE THE MIDDLE SWAMP PUMP STATION AND FORCE MAIN, AND WILLIAMSON ROAD FORCE MAIN IMPROVEMENTS.

A Resolution authorizing the City Manager to complete, and the Mayor to execute and submit an application to the South Carolina Water Quality Revolving Fund Authority for a low interest loan from the Water Pollution Control Revolving Loan Fund in an amount of approximately \$3,428,500 to finance the Middle Swamp pump station and force main, and Williamson Road force main improvements was adopted by Council.

Mr. Thomas Chandler, Director of Finance reported to Council that a number of years ago working in cooperation with the Pee Dee Regional Water and Sewer Steering Committee and other regional entities, the City developed a wastewater improvement program to address the treatment needs of the City and the surrounding areas. This program included the upgrade and the rebuild of the city's wastewater management facility, expanding the capacity from 15 mgd to 22 mgd. Also, part of the recommendations of the improvement program was other conveyance and maintenance improvements to the system. Those include the funding the City is pursuing with this application to the State Revolving Fund, i.e., the Middle Swamp pump station and force main and the Williamson Road force main. Those improvements are just under \$3.5 million.

Councilman Willis made a motion to adopt Resolution No. 2013-05. Councilwoman Ervin seconded the motion, which carried unanimously.

REPORT TO COUNCIL

A REQUEST TO DECLARE SURPLUS PROPERTY, LAND TOTALING APPROXIMATELY 1.6 ACRES LOCATED ON NEW HOPE ROAD.

Mr. Drew Griffin, City Manager reported to Council that a letter has been received from South Lynches Fire Chief Sam Brockington requesting the City to declare this property surplus. The land currently has an undeveloped well located on the site that was acquired by the City at the time of purchase of the Florence County Utility System. This well is of limited, if any value to the City and would require significant capital investment by the City to tie this water supply into the City's distribution system. In the past, the city has had a discussion with the Town of Coward for the transfer of the well and land to their ownership and staff believes that action may follow this request.

Staff is recommending that City Council declare the property surplus and offer either a long term lease arrangement or some other conveyance of the use of the property to the South Lynches Fire Department for the purposes of construction of a new fire station. Staff will notify Chief Brockington of Council's action and will then bring something back to Council for their consideration. The City's procurement ordinance will be followed as relates to this property. The value of the property is less than \$10,000 which allows Council to direct the negotiation of the transfer of the property.

Councilwoman Williams-Blake made a motion to approve the request. Councilman Hill seconded the motion, which carried unanimously.

- (c) The building and landscaping installed by the TENANT as part of the development of the fire station will be maintained by the TENANT in reasonable fashion at the sole expense of TENANT.
- (d) The TENANT will use the leased premises solely as a fire station during the term of this agreement with access the premises to be governed by TENANT.

5. **ASSIGNMENT AND SUBLETTING LEASE:**

- (a) The TENANT may not assign this Lease without the LANDLORD's consent; any contemplated assignment shall be negotiated between the parties and the LANDLORD shall have the sole authority for providing consent for such an agreement and the LANDLORD shall approve any agreement between the TENANT and its proposed assignee.
- (b) No assignment shall be valid or effective until there is delivered to the LANDLORD a duplicate original of the written instrument of assignment, in recordable form, containing the name and address of the Assignee, and an assumption by the Assignee of the Lease and of all obligations under this Lease to be performed by the TENANT, although TENANT remains liable as herein set forth. Such assumption need relate only to obligations thereafter to be performed by the TENANT. However, if this Lease is assigned to an affiliate of the TENANT, such assignment shall be valid as of the date thereof, provided that the instruments of assignment and assumption are delivered to the LANDLORD within a reasonable time after such date.
- (c) The transfer of a majority of the issued and outstanding capital stock of any corporate TENANT or a majority of the total interest in any partnership TENANT, however accomplished, shall be deemed an assignment of this Lease.

- 6. **REPAIRS AND MAINTENANCE:** TENANT agrees to make agreed upon improvements to property as part of planned fire station. TENANT shall be responsible for all maintenance and repairs required in the general upkeep of the premises, and shall assume all obligations pertinent thereto during the term of the Lease.
- 7. **TAXES AND ASSESSMENTS:** All ad valorem taxes, assessments, liens or charges on the land or improvements, that may be against or levied upon the demised premises, shall be the responsibility of the TENANT.
- 8. **INSURANCE:** TENANT shall provide all hazard and public liability insurance for the facility, the liability coverage to be in a coverage amount of at least \$1,000,000.00, and said policies shall name LANDLORD as an additional insured; however, LANDLORD shall at all times have the right to purchase such insurance for its own protection if it deems it necessary.
- 9. **COMPLIANCE WITH APPLICABLE LAWS:** The TENANT, at its sole expense, shall comply with all laws, orders, and regulations of Federal, State, and Municipal authorities, and with any direction of any public officer, pursuant to the law, which imposes any duty upon the LANDLORD or the TENANT with respect to the leased property. The TENANT, at its sole expense, shall obtain all licenses or permits which may be required by the conduct of its business within the terms of this Lease or for the making of repairs, alterations, improvements or additions. The TENANT shall comply with the requirements of all policies of public liability, fire, and all other types of insurance in force with respect to the buildings and other improvements on the leased property.

The LANDLORD further specifically consents to any and all alterations and improvements related to use of leased property as a fire station, which may include but are not limited to resurfacing, landscaping, enhanced lighting and signage, and construction of a facility to be used as a fire station. TENANT shall also have the sole right, at its expense, to place signage for parking on the premises, and it is agreed that such signage will be designed and installed in a manner consistent the all applicable laws and regulations related to signage. The TENANT may perform all the above without further notice or consent of the Landlord.

10. **SURRENDER OF PREMISES:** The TENANT shall, on the last day of the term, peaceably and quietly surrender the leased property to the LANDLORD, including any improvements placed thereon by either LANDLORD or TENANT.
11. **CONDEMNATION:** If the entire premises are condemned or taken in any manner for public or quasi-public use, including, but not limited to, a conveyance or assignment in lieu of a condemnation, this Lease shall automatically terminate on the earlier of the date when title vests or the TENANT is dispossessed by the condemnation or other taking. If a part of the premises is condemned or taken, this Lease shall automatically terminate as to that portion of the premises so taken. If such condemnation of a portion of the premises renders the remaining portion unusable for the business of the TENANT, the TENANT may, with ninety days written notice to the LANDLORD terminate the Lease on the remaining portion. Such termination shall be without prejudice to the rights of either the LANDLORD or the TENANT to recover compensation from the condemning authority of any loss or damage caused by such condemnation. Neither the LANDLORD nor the TENANT shall have any rights in any award made to the other by condemning authority. In the event of a partial condemnation or other taking that does not result in a termination of this Lease as to the entire premises, the Rent shall abate in proportion to the portion of the premises taken by the condemnation or other taking.
12. **DESTRUCTION OF PREMISES:** If all or any part of the leased property is damaged or destroyed by fire or other casualty so that the demised premises are unfit for use, the TENANT shall have the option within thirty (30) days after the date of such casualty to elect to terminate this lease or to repair and rebuild the damaged part.
13. **DEFAULT:** If TENANT shall be in default in the payment of any rent due hereunder, or in the performance of any conditions hereof, and fail to correct and rectify any such default within thirty (30) days; and with receipt of a written registered notice "Five (5) Days Notice for Failure to Pay Rent When Due" from LANDLORD, or if TENANT shall be adjudicated bankrupt or make any assignment for the benefit of creditors, or if the interest of TENANT therein shall be sold under execution or other legal process, LANDLORD may enter into said premises and repossess same if this Lease had not been made, and shall thereupon have the right to cancel this Lease without prejudice, however, to the right of LANDLORD to recover all rent due to the time of such entry. Provided, however, the LANDLORD is required to give such notice only twice a year, LANDLORD, waives all rights of distraint against the equipment, personal property, inventory, furniture, and fixtures of the TENANT.
14. **PERFORMANCE OF LANDLORD'S OBLIGATION:** If the LANDLORD shall breach any of the conditions required to be performed by it under the Lease, and shall fail to correct same within thirty (30) days of written registered notice to the LANDLORD of its intention to do so, in which event this lease shall terminate upon the date fixed in such notice, unless the LANDLORD shall meanwhile cure the default.
15. **ESTOPPEL CERTIFICATE:** TENANT will, at any time, and from time to time, upon not less than ten (10) days prior request by LANDLORD, execute, acknowledge, and deliver to LANDLORD without additional consideration, a statement in writing executed by TENANT certifying that TENANT is in possession of the premises under the terms of this Lease; that the Lease is unmodified and in full effect; or if there have been modifications, that this Lease is in full effect as modified, and setting forth such modifications; and the dates to which rent has been paid, and either stating that to the knowledge of the TENANT, no default exists hereunder or specifying each such default to which TENANT may have knowledge; and such other matters as may be reasonably requested by LANDLORD, it being intended that any such statement by TENANT be relied upon by any prospective purchaser or mortgagee of the property.
16. **ARBITRATION:** Any controversy or claim arising out of, or relating to this Lease or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.
17. **NOTICES:** Any notice under this lease must be made in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is given as designated by such party in writing.

The LANDLORD hereby designates its address as:

City of Florence
ATTN: City Manager
180 N. Irby Street, Drawer AA
Florence, SC 29501

The TENANT hereby designates its address as:

South Lynches Fire District

_____.

- 19. **WAIVER:** Failure of either party to insist upon strict performance of any covenant or condition of this Lease, in any or more instances, shall not be construed as a waiver for the future of any such covenant or condition, but, the same shall be and remain in full force and effect.
- 20. **BINDING EFFECT:** The covenants, terms, conditions, provisions and undertakings in this Lease, or in any renewals thereof, shall extend to, and be binding upon, the heirs and executors administrators, and successors and assigns of the respective parties hereto, as if they were in every case named and expressed, and, shall be construed as covenants running with the land, and, whenever reference is made to either of the parties hereto, it shall be held to include and apply also to the heirs, executors, administrators, successors and assigns of such party, as if in each case so expressed.
- 21. **WARRANTY OF AUTHORITY:** Both parties, whose signatures are below inscribed, expressly warrant that they have full express authority to bind the respective parties on whose behalf they are signing, to the terms of this Agreement of Lease.
- 22. **ENTIRE AGREEMENT, MODIFICATION, SEVERABILITY:** This Lease contains the entire agreement between the parties, and shall not be modified in any manner except by an instrument in writing, executed by the parties. If any term or provision of this Lease, or the application thereof, to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the LANDLORD and TENANT subscribed their names and affixed their seals the day and year first above written.

WITNESSES:

LANDLORD:

City of Florence, SC

By: _____
ANDREW H. GRIFFIN
City Manager

TENANT:

South Lynches Fire District

By: _____
Its _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

PERSONALLY, appeared before me, the undersigned witness and made oath and s/he saw the within named City of Florence, SC, by its duly authorized City Manager, as LANDLORD, sign, seal, and as their act and deed deliver the within written Agreement of Lease and that s/he with the other witness witnessed the execution thereof and saw the corporate seal(s) thereto affixed.

SWORN to before me this ____ day of _____, 2013.

Notary Public for State of South Carolina
My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

PERSONALLY, appeared before me, the undersigned witness and made oath and s/he saw the within named South Lynches Fire District, by its duly authorized officer, as TENANT, sign, seal, and as their act and deed deliver the within written Agreement of Lease and that s/he with the other witness witnessed the execution thereof and saw the corporate seal(s) thereto affixed.

SWORN to before me this ____ day of _____, 2013.

Notary Public for State of South Carolina
My Commission Expires: _____

ORDINANCE NO. 2013-

AN ORDINANCE AUTHORIZING THE CITY TO LEASE APPROXIMATELY 1.6 ACRES OF LAND LOCATED ON NEW HOPE ROAD AND DESCRIBED IN DETAIL ON EXHIBIT A TO THE PROPOSED LEASE TO SOUTH LYNCHES FIRE DISTRICT UNDER THE TERMS AND CONDITIONS OF THE LEASE ATTACHED HERETO.

WHEREAS, the City acquired the property involved as part of the acquisition of the County's water and sewer systems; and

WHEREAS, the City has been approached by South Lynches Fire District regarding the need for a new fire station and a request that the City consider making the 1.6 acres described herein; and

WHEREAS, it is hereby determined that the property in question is surplus to the City and providing the property to South Lynches Fire District by Lease for the building of a new fire station is in the best interest of the City of Florence, the greater Florence area, and the citizens of the City of Florence;

NOW, THEREFORE, be it ordained by the City Council of the City of Florence in meeting duly assembled and by the authority thereof:

1. That, pursuant to §5-7-260(6) of the South Carolina Code of Laws, as amended, and §2-26(8) of the Code of Ordinances of the City of Florence, the City Manager of the City of Florence is hereby authorized to execute the necessary documentation to enter into the Lease with South Lynches Fire District, a copy of said Lease being attached hereto as Attachment A.

2. This Ordinance shall become effective immediately upon its approval and adoption by the City Council of the City of Florence, South Carolina.

ADOPTED THIS _____ DAY OF _____, 2013.

Approved as to form:

JAMES W. PETERSON, JR.
City Attorney

STEPHEN J. WUKELA
Mayor

Attest:

DIANNE M. ROWAN
Municipal Clerk

IX. a
Bill No. 2013-19
First Reading

FLORENCE CITY COUNCIL MEETING

DATE: August 12, 2013
AGENDA ITEM: Ordinance – First Reading
DEPARTMENT/DIVISION: Finance

I. ISSUE UNDER CONSIDERATION

A Series Ordinance to authorize the borrowing of not exceeding \$3,890,000, plus capitalized interest, if any, from the South Carolina Water Quality Revolving Fund Authority (“the State Authority”) for a 1.9% interest loan to finance, over a period of twenty (20) years, the construction, engineering and contingency related to the Middle Swamp pump station and force main, and Williamson Road force main improvements.

II. CURRENT STATUS/PREVIOUS ACTION TAKEN

- A. On February 11, 2013 City Council adopted Resolution No. 2013-05 authorizing the execution and submission of an application to the State Authority for a low interest loan from the Water Pollution Control Revolving Loan Fund to finance the costs of the Middle Swamp pump station and force main, and Williamson Road force main improvements.
- B. Bids were opened on June 20, 2013 for the construction of these projects. Two bids were received with the low bid being submitted by Garney Companies of Winter Garden, Florida in the amount of \$3,380,000.

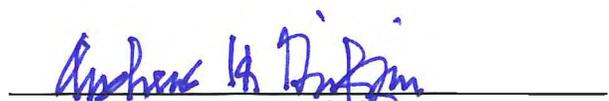
III. POINTS TO CONSIDER

- A. A number of years ago working in cooperation with other regional entities and the Pee Dee Regional Water and Sewer Steering Committee, the City developed a wastewater improvement program to address the treatment needs of the City and the surrounding area.
- B. Consistent with the findings of the approved Pee Dee Regional Water and Sewer Master Plan, conveyance and maintenance improvements within the sewer collection system have been recommended concurrent with the current upgrade and expansion of the City’s Wastewater Management Facility.
- C. Additionally, a new state law has established an enforcement threshold of no more than two significant sanitary sewer overflows (SSO) per 100 miles of aggregate collection system within a 12-month period. Exceeding this new threshold will result in greater regulatory scrutiny and issuance of a DHEC enforcement order.
- D. The three most critical needs for the City’s sewer collection system to improve regulatory compliance are 1) replacement of the Middle Swamp Pump Station with a larger capacity pump station and replacement of an undersized section of the pump station’s force main; 2) replacement of a section of the Williamson Road Force Main to increase conveyance, reduce operating pressures & minimize potential for ruptured lines/SSOs; and 3) installation of remote communications and operations monitoring equipment on major pump stations.
- E. The State Water Pollution Control Revolving Loan Fund, by agreement with the State Authority will provide a source of low interest financing to the City for these critical needs at an interest rate of 1.9% for 20 years.
- F. The adoption of this ordinance is required prior to the closing of the State Revolving Fund Loan for the financing of the Middle Swamp pump station and force main, and Williamson Road force main improvements.

IV. STAFF RECOMMENDATION

Approval and adoption of the proposed ordinance.


Thomas W. Chandler
Finance Director


Andrew H. Griffin
City Manager

A SERIES ORDINANCE

MAKING PROVISION FOR THE TERMS AND CONDITIONS OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BORROWING OF THE CITY OF FLORENCE, SOUTH CAROLINA, AUTHORIZED BY A BOND ORDINANCE OF THE CITY OF FLORENCE ADOPTED OCTOBER 24, 1989, AS AMENDED; APPROVING THE FINANCING OF SYSTEM IMPROVEMENTS THROUGH THE BORROWING OF NOT EXCEEDING \$3,890,000 PLUS CAPITALIZED INTEREST, IF ANY, FROM THE STATE WATER POLLUTION CONTROL REVOLVING FUND, BY AGREEMENT WITH THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY PURSUANT TO TITLE 48, CHAPTER 5, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; PROVIDING FOR THE AGREEMENT TO MAKE AND TO ACCEPT A LOAN, THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BETWEEN THE CITY OF FLORENCE AND THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, THE EXECUTION AND DELIVERY OF A PROMISSORY NOTE FROM THE CITY OF FLORENCE TO THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

SECTION 1.1. Findings of Fact. As an incident to the adoption of this Series Ordinance, the City Council ("City Council") of the City of Florence, South Carolina (the "City") has made the following findings:

(a) The City of Florence is a municipality created pursuant to the laws of the State of South Carolina and empowered by the provisions of Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as amended (the "Act") (i) to undertake a wastewater treatment and disposal project as defined and approved pursuant to the Federal Clean Water Act, 33 U.S.C.A. subsection 1381 et seq.; (ii) to make application for and to receive assistance; (iii) to comply with regulations relating to the receipt and disposition of money of the State Water Pollution Control Revolving Fund created by the Act; (iv) to apply for and receive state grants; (v) to enter into loan agreements; and (vi) to comply with all terms and conditions of any loan agreement.

(b) Title 6, Chapter 17, Code of Laws of South Carolina, 1976, as amended, permits the incurring of debt for the purpose of financing facilities for the furnishing of water and wastewater treatment services and permits the securing of such indebtedness with a pledge of revenues derived from the operation of the Combined Waterworks and Sewerage System (the "System") of the City.

(c) By ordinance entitled AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS OF THE CITY OF FLORENCE, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO, adopted on October 24, 1989, as amended (the "Bond Ordinance"), City Council made provision for the issuance from time to time of Combined Waterworks and Sewerage System Revenue Bonds of the City payable from revenues derived from the operation of the System.

(d) The revenues derived from the System are now hypothecated and pledged to the payment of the following:

(1) the outstanding installments of an original issue of \$2,779,488 South Carolina Drinking Water Revolving Loan Fund Loan dated May 10, 1999 (the "Bonds of 1999").

(2) the outstanding installments of an original issue of \$6,000,000 State Drinking Water Fund Loan dated May 10, 2000 (the "Drinking Water Fund Loan of 2000").

(3) the outstanding installments of an original issue of \$4,000,000 South Carolina Infrastructure Revolving Loan Fund Loan dated May 10, 2000 (the "Infrastructure Revolving Fund Loan of 2000").

(4) the outstanding installments of an original issue of \$2,517,834 State Drinking Water Fund Loan dated January 30, 2003 (the "Drinking Water Fund Loan of 2003").

(5) the outstanding installments of an original issue of not exceeding \$18,868,479 plus accrued interest, if any, South Carolina Water Quality Revolving Fund Loan dated June 25, 2009 (the "Bond of 2009").

(6) the outstanding installments of an original issue of \$31,005,000 Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2010A, dated May 4, 2010 (the "Bond of 2010A").

(7) the outstanding installments of an original issue of \$67,995,000 Combined Waterworks and Sewerage System Capital Improvement Revenue Bonds, Series 2010B (Build America Bonds – Taxable Series), dated May 4, 2010 (the "Bond of 2010B").

(8) the outstanding installments of an original issue of \$4,926,000 Combined Waterworks and Sewerage System Refunding Revenue Bond, Series 2011, dated December 14, 2011 (the "Bond of 2011").

(9) the outstanding installments of an original issue of not exceeding \$10,626,372 plus capitalized interest, if any, South Carolina Water Quality Revolving Fund Loan dated April 18, 2013 (the "Bond of 2013A").

The above-described borrowings in this paragraph (d) are hereinafter referred to as the "Parity Bonds."

(e) The City has determined to defray the cost of the capital improvements described in attached Exhibit A (the "Project") through the borrowing authorized herein. The Project will be part of the System.

(f) On February 11, 2013, City Council adopted a Resolution authorizing application to the South Carolina Water Quality Revolving Fund Authority (the "State Authority") for a loan from the State Water Pollution Control Revolving Fund created by the Act (the "Loan"), to provide for the financing of the Project.

(g) On July 25, 2013, the State Authority upon review of the City's loan application conditionally approved the Loan.

(h) The Bond Ordinance provides that a Series Ordinance shall be adopted with respect to each Series of Bonds which Series Ordinance shall express the approval of City Council to the issuance of a Series of Bonds and City Council's agreement to abide by the terms, provisions and agreements set forth in the Bond Ordinance and shall specify and determine:

(1) As prescribed by Section 6-17-60 of the Enabling Act, the then period of usefulness of the System;

(2) The Date or Dates of Issue of such Series of Bonds;

(3) The precise principal amount of the Series of Bonds;

(4) The specific purposes for which the proceeds of such Series will be used;

(5) The title and designation of the Bonds of such Series and manner of numbering and lettering, and the denomination or denominations of the Bonds of such Series;

(6) The date or dates of maturity and the amounts thereof;

(7) The interest rate or rates, or the manner of determining such rate or rates, of the Bonds of such Series;

(8) The time for the payment of interest on the Bonds in such Series and the Record Date;

(9) The redemption price or redemption prices and the redemption date or redemption dates and other terms of redemption (if any) applicable to any of the Bonds of such Series for such payments;

(10) The Registrar for such Bonds if other than the Trustee;

(11) The portion of such Series that are serial Bonds and that are Term Bonds, if any, including the amount and date of each mandatory redemption or sinking fund installment, if any, required by such Series Ordinance to be paid for the retirement of any such Bonds;

(12) The portion of such Series that are Capital Appreciation Bonds, if any, including the time for payment of such Capital Appreciation Bonds in order to address the information requested in paragraphs (7) and (8) above.

(13) Any other applicable redemption requirement for the Bonds of such Series and the method of satisfying the same;

(14) The manner in which Bonds of such Series are to be sold and provisions for the sale thereof;

(15) The form or forms for the Bonds of each Series;

(16) That the then applicable Reserve Requirement has been or will be met;

(17) The disposition of the proceeds of the sale of the Bonds of such Series and the manner of their application; and

(18) Any other provisions deemed advisable by the City not in conflict with or in substitution for the provisions of the Bond Ordinance and the Series Ordinance relating to the Bonds of such Series.

(i) The funds are to be loaned and secured pursuant to a loan agreement (the "Loan Agreement") between the City and the State Authority, and a promissory note executed and delivered by the City registered in the name of the State Authority (the "Note" or the "Bond"). Pursuant to the Loan Agreement, the City will agree to use the Loan proceeds only to pay the actual eligible costs of the Project, and the City will agree to pay to the State Authority such amounts as shall be required to provide for the payment of all amounts due with respect to the repayment of the Loan. To secure its obligations the City will grant to the State Authority a pledge of, and lien upon, all revenues derived from the operation of the System and all funds and accounts of the City derived from such revenues, which pledge is on a parity with the Parity Bonds and any additional bonds issued on a parity therewith.

Upon any failure of the City to make any payments to the State Authority pursuant to the Loan Agreement or the Note, the State Authority shall require the State Treasurer to pay to the State Authority, subject to the provisions of the Act, such amount from State appropriations to which the City may be or may become entitled as may be necessary to provide for the payment of all amounts due with respect to the Note.

(j) City Council is adopting this Ordinance in order to:

(a) authorize the execution and delivery on behalf of the City of the Loan Agreement and the Note;

(b) evidence the approval of the Project and the Loan by the City; and

(c) authorize the execution and delivery by, and on behalf of, the City of such other agreements and certificates and the taking of such other action by the City and its officers as shall be necessary or desirable in connection with the financing of the Project in order to carry out the intent of this Ordinance.

(k) The Bond Ordinance permits the issuance of further bonds on a parity with the Parity Bonds, on the following conditions. Capitalized terms used herein shall have the meanings ascribed thereto in the Bond Ordinance.

(1) There shall exist, on the occasion of the issuance of the Bonds, no default in the payment of the principal of or interest on any Prior Lien Bonds, Bonds or Junior Lien Bonds then Outstanding;

(2) Unless on the date of delivery of such Series of Bonds there shall be on deposit an amount equal to the Reserve Requirement for all Bonds to be Outstanding immediately following the issuance of such Series of Bonds, there shall be deposited in the Debt Service Reserve Fund such amount as is necessary to make the value of the moneys and securities in the Debt Service Reserve Fund equal to the Reserve Requirement; and

(3) Except in the case of Bonds issued for the purpose of refunding any Bonds, Net Earnings during the Fiscal Year immediately preceding the Fiscal Year in which such Series of Additional Bonds are to be issued, adjusted to reflect any rate increases currently adopted and to be in effect prior to or coincident with the issuance of such Additional Bonds, and determined pro forma as though such rate increases had been in continuous effect during such preceding fiscal year, and further adjusted to reflect estimated Net Earnings, as certified to the Trustee by a

Consulting Engineer to be appointed by the City under the Series Ordinance, to be received from any new or existing water system or sewer system or customers to be acquired from the proceeds of such Additional Bonds, and further adjusted to reflect 80% of estimated Net Earnings, as certified to the Trustee by a Consulting Engineer to be appointed by the City under the Series Ordinance, to be received from construction of any new facilities or customers to be acquired as a result of construction of such new facilities, shall be not less than 125% of the highest Annual Principal and Interest Requirement for all Prior Lien Bonds and all Bonds then outstanding and then proposed to be issued and not less than 100% of debt service requirements coming due on all outstanding Junior Lien Bonds during the fiscal year in which such Additional Bonds are to be issued. Such calculation shall be made by an independent firm of Consulting Engineers having skill and experience in utility financing and rate design, and the design and operation of water and sewer facilities, upon the basis of a report of the accountants of the City showing actual Net Earnings for the fiscal year preceding the fiscal year in which such series of Additional Bonds are to be issued. In addition, in determining Net Earnings for purposes of this subparagraph, the customer base of the System at the end of such preceding fiscal year may be assumed to be the customer base for the entire fiscal year.

It is specifically found that the Note, whose issuance is herewith provided for, is issued for purposes permitted by and in full compliance with all of the provisions set forth in the Bond Ordinance and that the Note will be on a parity with said Parity Bonds. It is further found that the commitment from the State Authority to purchase the Note is for an amount not to exceed \$3,890,000 plus capitalized interest, if any. The final amount of the borrowing as well as the dates on which principal and interest payments will be made and the amount of such payments are subject to revision as construction proceeds. The final terms and conditions of the borrowing will be set forth in the Loan Agreement attached hereto as Exhibit B which terms and conditions are incorporated herein.

NOW THEREFORE BE IT ORDAINED BY COUNCIL IN MEETING DULY ASSEMBLED:

- (1) The useful life of the System is found to be 40 years.
- (2) The Date of Issue of the Note is to be no later than September 30, 2013, and the actual date of issue of the Note will be as set forth in a certificate to be delivered by the Mayor and contained in the final Note.
- (3) The Note shall be in the original principal amount of not exceeding \$3,890,000 plus capitalized interest, if any, and the actual principal amount of the Note will be as set forth in the Agreement.
- (4) The proceeds of the Note shall be used to defray the cost of the Project described in attached Exhibit A;
- (5) The Note shall be designated City of Florence, South Carolina, Combined Waterworks and Sewerage System Revenue Bond, Series 2013B, and shall be issued in the denomination of the final principal amount borrowed and shall be numbered 1.
- (6) The date of maturity and amounts thereof shall be as set forth in the Loan Agreement. Inasmuch as the final principal amount may be reduced to reflect lower than anticipated construction costs, any changes to the principal amount to provide for a reduction in the amount borrowed shall be permitted and shall be evidenced by the City's execution of the Loan Agreement, as it may be amended from time to time.

(7) The interest rate on the Note and the time for the payment of interest and the Record Date shall be as set forth in the Loan Agreement.

(8) The Note is subject to prepayment in whole or in part together with any accrued interest thereon at any time without penalty or premium; all such prepayments shall be applied against principal installments due on the Note in inverse order of maturity.

(9) The Registrar for the Note shall be the Trustee under the Bond Ordinance.

(10) The Note shall be sold to the State Authority pursuant to the State Authority's final approval of the Loan and shall be issued as a single obligation with principal to be paid as set forth in the Loan Agreement.

(11) The Note shall be substantially in the form attached to the Loan Agreement.

(12) Provision for the Reserve Requirement shall be made by the deposit in the Debt Service Reserve Fund established as permitted by the Bond Ordinance of an amount necessary to satisfy the Reserve Requirement as set forth in the Loan Agreement.

(13) The proceeds of the Note shall be applied to defray the cost of the Project.

(14) The proceeds of the Note shall be disbursed in accordance with the requirements of the Loan Agreement.

ARTICLE II

THE LOAN

SECTION 2.1. Authorization of Loan. Council hereby authorizes the City's acceptance of the Loan from the State Authority of not exceeding \$3,890,000 plus capitalized interest, if any, pursuant to and in accordance with, the provisions of the Loan Agreement.

SECTION 2.2. Repayment of Loan by the City. Council hereby authorizes the repayment of the Loan by the City to the State Authority from revenues of the System or, if said revenues are not sufficient, from state appropriations as the City may become entitled pursuant to and in accordance with the provisions of the Loan Agreement and the Note.

ARTICLE III

LOAN AGREEMENT AND NOTE

SECTION 3.1. Authorization of Loan Agreement and the Note. The Loan Agreement and the Note in substantially the forms attached hereto as Exhibit "B" with such changes as the executing officers shall approve (their execution to be conclusive evidence of such approval) are hereby approved and the execution and delivery of the Loan Agreement and the Note, on behalf of the City are hereby authorized and directed. The Loan Agreement and the Note shall be executed on behalf of the City by the Mayor and attested by the Clerk of Council (the "Clerk").

ARTICLE IV

MISCELLANEOUS

SECTION 4.1. Other Instruments and Actions. In order to implement the Loan pursuant to the Loan Agreement and Note and to give full effect to the intent and meaning of this Ordinance and the agreements and actions herein authorized, the Mayor and Clerk are hereby authorized to execute and deliver such certificates, showings, instruments and agreements and to take such further action as the shall deem necessary or desirable.

SECTION 4.2. Ordinance a Contract. This Ordinance shall be a contract between the City and the State Authority, and shall be enforceable as such against the City.

SECTION 4.3. Continuing Disclosure. The City covenants to file with the State Authority:

- (a) An annual audit, within thirty days of the City's receipt of the audit; and
- (b) Event specific information within thirty days of an event adversely affecting more than five percent of revenues of the System or the City's tax base.

SECTION 4.4. Effective Date. This Ordinance shall become effective upon receiving approval on second reading by Council.

DONE, RATIFIED AND ADOPTED THIS 9th day of September, 2013.

(SEAL)

Mayor, City of Florence, South Carolina

Attest:

Clerk, City of Florence, South
Carolina

First Reading: August 12, 2013
Second Reading: September 9, 2013

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

I, the undersigned, Clerk of the City Council of the City of Florence, South Carolina ("Council"), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by Council. The Ordinance was read at two public meetings of Council on August 12 and September 9, 2013. An interval of at least six days occurred between each reading. At each meeting, a quorum of Council was present and remaining present throughout the meeting.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand this 9th day of September, 2013.

Clerk

EXHIBIT A

Description of the Project

Replacement of the Middle Swamp Pump Station and improvements to its associated force main and improvements to the Williamson Road force main.

EXHIBIT B

Form of Loan Agreement and Note

LOAN AGREEMENT

between

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

and

CITY OF FLORENCE

Dated

_____, 2013

relating to

Middle Swamp Pump Station and Force Main Replacements

South Carolina Water Pollution Control Revolving Fund

Loan Number: X1-157-13-378-21

No. ____ of Two Executed Original Counterparts

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ATTACHMENT #1 DAVIS-BACON WAGE RATES UNDER FY 2013
FEDERAL APPROPRIATIONS ACT

LOAN AGREEMENT

THIS LOAN AGREEMENT is entered into as of the ____ day of _____, 2013, between the SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, a public instrumentality of the State of South Carolina (the "**Authority**") and the CITY OF FLORENCE, a municipal corporation of the State of South Carolina (the "**Project Sponsor**").

WITNESSETH:

WHEREAS, the Authority is authorized by Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as amended (the "**Act**") to administer the South Carolina Water Pollution Control Revolving Fund (the "**Fund**") for the purpose of assisting Project Sponsors (as defined in the Act) in the construction of, among other things, publicly owned treatment works as defined in the Federal Water Pollution Control Act, Chapter 26, Title 33, United States Code, as amended; and

WHEREAS, the South Carolina Department of Health and Environmental Control (the "**Department**") is authorized by the Act to, among other things, develop a priority system and prepare an annual plan to insure compliance with the Federal Water Pollution Control Act; and

WHEREAS, the Authority is authorized by the Act to enter into Loan Agreements (as defined in the Act) with Project Sponsors in order to finance Projects (as defined in the Act); and

WHEREAS, the Act authorizes Project Sponsors, among other things, to undertake Projects, to receive assistance in the financing of such Projects by way of loans made from the Fund and to enter into loan agreements providing for the repayment of amounts received from the Fund, together with interest thereon; and

WHEREAS, the Project Sponsor proposes to acquire and construct the facilities described in Appendix "A" hereto (the "**Project**"), which Project will be part of the Project Sponsor's combined waterworks and sewerage system (the "**System**"); and

WHEREAS, the Project Sponsor proposes to finance the Project with a loan made from the Fund, such loan to be pursuant to, and on a parity with debt previously issued under, an ordinance enacted by the Project Sponsor on October 24, 1989 entitled "AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS OF THE CITY OF FLORENCE, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO", as amended by Series Ordinances enacted by the Project Sponsor on April 12, 2010 and December 12, 2011 (the "**Master Bond Ordinance**");

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

ARTICLE I

LOAN

SECTION 1.1. Loan Made and Accepted; Repayment. In consideration of the mutual promises of this Agreement, and upon and subject to its terms and conditions, the Authority agrees to make, and the Project Sponsor agrees to accept, the loan herein provided for (the "**Loan**"). The obligation of the Project Sponsor to repay the Loan and interest thereon is evidenced by this Agreement and a promissory note (the "**Note**") registered in the name of the Authority. The amount of the Loan (the "**Loan Amount**"), the interest rate on the Loan and the repayment schedule with respect to the Loan (the "**Repayment Schedule**") shall be as set forth in Appendix "B" hereto, as may be changed or modified pursuant to Section 1.4 hereof; the terms and form of the Note are set out in Appendix "E". The Project Sponsor shall make payments with respect to the Loan at the times and in the amounts set forth in Appendix "B", as modified, on the due date of any such payment.

SECTION 1.2. Purpose Limited to Project. The Project Sponsor shall use the proceeds of the Loan only to pay the actual eligible costs of the Project. The Project is described in Appendix "A" and more specifically as approved in the Project files of the Department. Except to the extent otherwise approved in writing by the Authority, only the costs shown in the Project budget set forth in Appendix "A" shall be allowed and only in the amounts provided for each category. Costs of construction shall be allowed only for work called for in plans and specifications approved by the Department. Proceeds may not be used to pay for labor performed by employees of the Project Sponsor but may be used to pay for materials installed by them.

SECTION 1.3. Disbursements.

1.3.1. The Authority shall make and the Project Sponsor shall accept full or partial disbursements only against incurred, actual eligible costs up to the Loan Amount and by category as provided in this Agreement.

1.3.2. For purposes of making requests for disbursement and representing the Project Sponsor in all administrative matters pertaining to administration of this Agreement, the Project Sponsor shall designate a single officer or employee (the "**Sponsor Representative**") prior to the first disbursement request.

1.3.3. In those cases when the Project Sponsor has paid the incurred Project costs and is seeking reimbursement for payment of such costs theretofore paid by the Project Sponsor, any check for disbursement from the Fund for reimbursement to the Project Sponsor shall be drawn and mailed to the Project Sponsor. In those cases when the Project Sponsor is seeking funds with which to pay incurred Project costs, any check for disbursement from the Fund to pay such costs may, at the option of the Authority, be drawn to the Project Sponsor alone or jointly to the Project Sponsor and contractor engaged by the Project Sponsor for the Project. Such check will be mailed to the Project Sponsor.

1.3.4. Before any disbursement, the Project Sponsor shall execute any documents requested by the Authority reasonably necessary or convenient to the foregoing and shall have satisfied all conditions of Section 1.6 hereof.

1.3.5. Requests for disbursement may be made only after the costs for which the draw is requested have been incurred. The Project Sponsor may not request a disbursement until all construction contracts are signed. The first request for disbursement submitted by the Project Sponsor pursuant to this Agreement shall include an amount for incurred construction costs and all amounts requested by the Project Sponsor for payment or reimbursement of amounts set forth in any of the categories "Planning and Design Engineering", "Land Acquisition", and "Legal and Appraisal Fees" which appear in the Project Budget in Appendix "A" hereto. The Project Sponsor shall not request disbursement against retainage until retainage is paid and shall not request disbursement for change orders unless such change orders have been approved by the Department. Unless the Authority otherwise approves, when the Project budget indicates that the Loan shall bear only a portion of the eligible costs of the Project, or a portion of certain itemized costs, any draw shall not exceed the same proportion of such costs reported for disbursement.

1.3.6. Requests for disbursement shall be made on forms of the Department unless the Authority or Department otherwise directs, and shall be accompanied by such invoices and other proofs as the Authority and Department may reasonably require. The final disbursement shall not be released until the Department issues its approval to place the Project into operation (the "**Permit to Operate**"). No disbursement requests will be accepted more than one hundred twenty (120) days after the date of such Permit to Operate.

1.3.7. The Authority may require that each draw request shall be submitted to the Authority and Department at least twenty-one (21) days before the day disbursement is needed and may limit draw requests to one per month. The Authority will exert its best efforts to mail its check in response to a disbursement request within twenty-one (21) days of receiving such request, but no assurance is given by the Authority that such schedule will be met and the Authority shall incur no liability to any Project Sponsor. Processing on shorter notice or faster schedule shall not amend this provision.

SECTION 1.4. Changes in Payment Initiation Date, the Loan Amount and Repayment Schedule.

1.4.1. The Loan Amount has been determined, in part, upon the basis of the projected cost of the Project as shown in Appendix "A". The Payment Initiation Date shown in Appendix "B" (the "**Payment Initiation Date**") is determined by a combination of factors, including, but not limited to the expected Project schedule shown in Appendix "A". Appendix "B" shows the Repayment Schedule anticipated by the parties on this basis and provides for repayment of the Loan, including interest thereon, in eighty (80) equal, or approximately equal, quarterly payments beginning on the first day of the third month after the month of the Payment Initiation Date. The Loan Amount, the Payment Initiation Date and the Repayment Schedule may be changed but only as provided in the following Section 1.4.2. The Interest Rate is fixed for the term

of the Loan and may not be changed from the rate originally established in Appendix "B" hereof.

1.4.2. (a) At the written request of the Project Sponsor, submitted to the Authority no later than sixty (60) days prior to the original Payment Initiation Date in Appendix "B", the Payment Initiation Date may be extended once by the Authority to any date not later than the earlier to occur of (i) six (6) months from the original Payment Initiation Date in Appendix "B", or (ii) thirty (30) months from the first day of the month following the date of this Agreement, or (iii) the first day of the month following the date of the Permit to Operate issued by the Department for the operation of the Project.

(b) In the event the Permit to Operate the Project is issued by the Department more than one (1) month prior to the Payment Initiation Date stated in Appendix "B", the Authority shall require that either the Payment Initiation Date be accelerated to the first day of the month following the date of the Permit to Operate, or the term of the Loan be shortened by a minimum of three (3) months.

(c) The Project Sponsor may request that the Loan Amount be increased by including in principal on the Payment Initiation Date the interest which has accrued on amounts theretofore advanced from the Fund. Any such request shall be submitted in writing to the Authority by the Project Sponsor not less than thirty (30) days prior to the Payment Initiation Date.

(d) The Authority or the Project Sponsor may initiate a reduction to the Loan Amount at any time there is a determination that a lesser amount is required for completion of the Project.

(e) The initial Repayment Schedule with respect to the Loan set forth in Appendix "B" shall be modified to reflect (i) changes in the Loan Amount, (ii) extension or acceleration of the Payment Initiation Date, and (iii) any other modification thereto agreed to by the Authority and the Project Sponsor.

(f) Modification of the Repayment Schedule resulting from a change in the Loan Amount subsequent to the Payment Initiation Date shall be made such that:

(i) at the time of final disbursement pursuant to Section 1.3 the Authority shall determine the final Loan Amount;

(ii) a revised Repayment Schedule shall be calculated by the Authority based on the final Loan Amount, the interest rate set forth in Appendix "B" and payment in eighty (80) equal, or substantially equal, quarterly installments beginning on the first day of the third month after the month of the Payment Initiation Date; and

(iii) any difference between the amount theretofore paid by the Project Sponsor prior to the revision of the Repayment Schedule and the amount which would have been paid had the revised schedule been in effect from and after the Payment Initiation Date shall be credited against the next payment, or payments, due under the revised Repayment Schedule.

(g) For purposes of the Repayment Schedule, any amounts disbursed subsequent to the Payment Initiation Date shall be considered to have been advanced on the Payment Initiation Date.

1.4.3. Any change in the Loan Amount, extension or acceleration of the Payment Initiation Date or modification of the Repayment Schedule shall be documented administratively by notice under this Agreement and shall be reflected in the substitution of a revised Appendix "B" hereto reflecting any such change or modification. In connection with any such change or modification, the Authority may, but need not, impose new terms and conditions, including cancellation of the Note and execution of a new Note.

SECTION 1.5. Deadline for Borrowing and Termination of Promise to Lend. The Authority, in its sole discretion, may terminate its promise to lend all of, or any unadvanced portion of, the Loan Amount which has not been advanced if:

1.5.1. The Project Sponsor has not entered into all construction contracts applicable to the Project within six (6) months of the date of this Agreement; or

1.5.2. The Project Sponsor does not request disbursement of the unborrowed balance of the Loan Amount on or before the one hundred twentieth (120th) day following the date of the Permit to Operate issued by the Department for the Project; or

1.5.3. An Event of Default (as defined in Section 5.1 hereof) occurs (in which event the remedies for default likewise shall be available); or

1.5.4. A circumstance arises or becomes known which, in the Authority's sole discretion and opinion, (a) substantially impairs the ability of the Project Sponsor to complete the Project, to operate the Project or to repay the Loan, or (b) substantially impairs the merit of the Project.

SECTION 1.6. Conditions Precedent to Disbursement of Loan Proceeds. In addition to any other conditions herein provided, the Authority's obligation hereunder to make disbursements from the Fund for advances on the Loan shall be subject to satisfaction of the following conditions:

1.6.1. The Project Sponsor's representations and warranties shall remain true and correct;

1.6.2. No Event of Default shall have occurred under this Agreement or the Note;

1.6.3. The Project Sponsor has complied with the requirements of Sections 1.3, 1.4 and 1.5; and

1.6.4. There shall be on deposit in any debt service reserve fund required by this Agreement the amount required at such time to be on deposit therein.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

The Project Sponsor represents and warrants to the Authority as follows:

SECTION 2.1. Status of Project Sponsor. The Project Sponsor is a municipal corporation of the State of South Carolina (the "*State*"), authorized to acquire and construct the Project and to operate the Project and provide wastewater treatment services.

SECTION 2.2. Financial Statements. The financial statements of the Project Sponsor delivered to the Authority are true and correct in all respects, have been prepared in accordance with generally accepted accounting principles for units of government, consistently applied, and fairly present the respective financial condition of the subjects thereof as of the respective dates thereof. No material adverse change has occurred in the financial conditions reflected in the statements since their date and no additional borrowing has been made by the Project Sponsor since then other than borrowing specifically disclosed and approved by the Authority. All other information submitted by the Project Sponsor in support of its application for this Loan is true and correct as of the date of this Agreement, and no material adverse change with respect to the Project Sponsor has occurred.

SECTION 2.3. Pending Litigation. There are no actions, suits or proceedings, at law or in equity, in court or before any governmental or administrative agency, either pending or to the knowledge of the Project Sponsor reasonably to be considered threatened, which may impair the validity or enforceability of the Note or this Agreement or the Project Sponsor's ability to repay the Loan or to construct and operate the Project for revenue.

SECTION 2.4. No Conflicting Transactions. Consummation of the transactions hereby contemplated and performance of this Agreement will not result in any breach of, or constitute a default under, any deed to secure debt, mortgage, deed of trust, indenture, security agreement, lease, bank loan or credit agreement, municipal charter, ordinances, contracts or other instruments to which the Project Sponsor is a party or by which it may be bound or affected.

SECTION 2.5. Ownership of Premises. The Project Sponsor owns in fee simple the real property which presently constitutes or which will constitute the main operating facilities of the Project and of the System as a whole, and further owns in fee simple or by sufficient easement the real property upon, across or under which the Project Sponsor has or will have its collection or trunk lines, manholes, pump stations and the like, including those to be a part of the Project and otherwise. Property of which the Project Sponsor has taken possession pursuant to Section 28-2-90 of the South Carolina Eminent Domain Procedure Act (Title 28, Chapter 2, Code of Laws of South Carolina, 1976, as amended), and in connection with which no action pursuant to Section 28-2-470 of such statute has been instituted within thirty (30) days of the

Condemnation Notice with respect to such property, shall be deemed owned in fee simple by the Project Sponsor pursuant to this Section 2.5. The Project Sponsor has good record title to the real property described above (or has possession pursuant to the Eminent Domain Procedure Act, as described above) with only such exceptions of record as do not limit the fee simple ownership and do not and will not interfere with the full use and enjoyment of the premises by the Project Sponsor. With respect to the personal property and fixtures of the Project Sponsor necessary or convenient to the System and its operation, there are no liens or other claims of record against such property or other evidence of adverse ownership, and the Project Sponsor owns such personal property and fixtures in fee simple without conflicting claim of ownership.

SECTION 2.6. Other Project Arrangements. The Project Sponsor has secured the utilities, access, governmental approvals and other arrangements reasonably to be considered necessary for the undertaking of the Project.

SECTION 2.7. No Construction Default. Neither the Project Sponsor nor its contractor, architect or engineer for the Project or any related project is in default of any agreement respecting the Project or a related project.

SECTION 2.8. No Default. There is no default on the part of the Project Sponsor under this Agreement or the Note, and no event has occurred and is continuing, which, with notice or the passage of time would constitute a default under any part of this Agreement or the Note.

SECTION 2.9. Effect of Draw Request. Each request for and acceptance of disbursement by the Project Sponsor shall be affirmation that the representations and warranties of this Agreement remain true and correct as of the date of the request and acceptance, that no breach of other provisions hereof has occurred, and that no adverse developments affecting the financial condition of the Project Sponsor or its ability to complete the Project or to repay the Loan plus interest thereon have occurred since the date of this Agreement unless specifically disclosed in writing by the Project Sponsor in the request for disbursement. Unless the Authority is notified to the contrary, such affirmations shall continue thereafter.

ARTICLE III

COVENANTS

SECTION 3.1. Contract Award, Construction Inspection and Completion.

3.1.1 The Project Sponsor should not execute construction contracts or issue the notice to proceed with respect to the Project prior to receiving written approval from the Department to award construction contracts.

3.1.2 The Project Sponsor shall provide and maintain competent and adequate engineering supervision and continuous inspection of the Project to insure that the construction conforms with the plans and specifications approved by the Department. A monthly inspection report shall accompany each disbursement request.

3.1.3 The Project Sponsor shall cause the Scope of Work identified in Appendix "A" to be completed pursuant to the Project Schedule also defined in Appendix "A" hereto. The Project Sponsor shall require all contractors to satisfactorily complete all work within the time stated in the executed construction contract. Extension of any contract completion date requires the Department's approval. Any costs incurred as a result of a time extension which has not received approval by the Department shall not be eligible for Loan participation.

3.1.4 The Project Sponsor shall pay all costs to complete the Project not covered by the Loan and commits itself to complete the construction of the operable treatment works and to complete the treatment system of which this Project is a part.

SECTION 3.2. Disbursements. The Project Sponsor shall receive and promptly disburse the funds to be provided hereunder as trust funds for the purpose of paying the eligible costs of the Project and for no other purpose.

SECTION 3.3. Release of Responsibility. The Project Sponsor shall undertake the Project on its own responsibility and shall release and hold harmless the Authority, the Department, the State and their officers, members and employees from any claim arising in connection with the design, construction or operation of the Project or any other aspect of the System including any matter due solely to their negligence.

SECTION 3.4. Other Agreements. The Project Sponsor shall comply with all terms and conditions of any construction contracts, architectural or engineering agreements, trust indentures, security deeds, promissory notes, loan agreements, or the like affecting the Project, the premises of the System and its operation. The Project Sponsor shall require its construction contractor to furnish both a performance bond and payment bond in the full amount of the construction contract. The requirement of such bonds shall be for the convenience of the Authority only and shall not be an undertaking by the Authority to the Project Sponsor or any third party.

SECTION 3.5. Accounting and Auditing.

3.5.1. Accounting. The Project Sponsor shall account for the Project and the System according to Generally Accepted Governmental Accounting Principles (GAAP), applying all relevant Government Accounting Standards Board (GASB) pronouncements, as well as, when applicable, Financial Accounting Standards Board (FASB) pronouncements and Accounting Principle Board (APB) opinions issued on or before November 30, 1989, unless those pronouncements conflict with, or contradict, subsequent GASB pronouncements.

3.5.2. Audit. Within six (6) months of the end of each fiscal year of the Project Sponsor, the Project Sponsor shall tender to the Authority an annual financial audit by a certified public accountant. The conduct of the audit and the audit shall be in accordance with Generally Accepted Auditing Standards as defined in Government Auditing Standards, Comptroller General of the United States, July 27, 2007, and revisions, updates or successors thereto.

SECTION 3.6. Ratings from Rating Agencies. If the Reserve Requirement, as defined in Section 4.2.1 herein, is initially, or at any time during the term of the Loan, set at a level that is less than the maximum amount due on the Note during any full calendar year, the Project Sponsor shall submit to the Authority, no later than January 31 of each year, a copy of its latest long-term, unenhanced underlying rating, or affirmation thereof, on the System and/or any Parity Debt, as defined in Section 4.3.2 herein, from Standard & Poor's Rating Service, or its respective successors and assigns, ("**S&P**") or Moody's Investors Service, Inc., or its respective successors and assigns, ("**Moody's**"), and from each, if both S&P and Moody's issued ratings. Additionally, the Project Sponsor shall immediately notify, and submit to, the Authority any commentaries, updated outlooks, CreditWatch placements, ratings downgrades, or other actions from S&P and/or Moody's with respect to the System and/or any Parity Debt.

SECTION 3.7. Insurance. The Project Sponsor covenants and agrees that so long as any amount remains unpaid on the Note:

(A) It will insure and at all times keep the Project insured against physical loss or damage with a responsible insurance company or companies, authorized and qualified under the laws of the State, to assume the risks insured against, in an amount equal to the replacement cost of the Project;

(B) It will secure adequate fidelity bonds (blanket or individual) of a surety company doing business in the State, indemnifying the Project Sponsor against defalcation of all persons handling money derived from the System or signing checks on any bank accounts relating to the System;

(C) All insurance policies shall be open to the inspection of the Authority at any reasonable time;
and

(D) All money received by the Project Sponsor as a consequence of any defalcation, covered by any fidelity bond, shall be used to restore the fund depleted by the defalcation. All sums received by the

Project Sponsor from insurance policies covering the Project may, to the extent necessary, be applied to the repair and replacement of the damaged or destroyed property, but, in the event that such money is not used for such purposes, then the same shall be deposited in the Depreciation and Contingent Fund.

SECTION 3.8. Compliance with Governmental Authority. The Project Sponsor shall comply with all environmental laws, rules and other provisions of legal force and effect and all such other provisions which govern the construction or operation of the Project or the System.

SECTION 3.9. Adequate Rates. The Project Sponsor shall at all times establish and maintain in effect rates and charges for the services provided by, or made available by, the Project and the System as shall be sufficient to meet the requirements of this Agreement, and the Project Sponsor specifically covenants and agrees to maintain rates and charges for all services furnished by the System which shall at all times be sufficient:

3.9.1. To provide for the punctual payment of the principal of and interest on the Note and any other indebtedness of the Project Sponsor payable from revenues of the System that may from time to time hereafter be outstanding;

3.9.2. To maintain any Debt Service Reserve Fund required by this Agreement in accordance with the provisions hereof;

3.9.3. To provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as may be necessary to preserve the same in good repair and working order;

3.9.4. To build and maintain a reserve for depreciation of the System, for contingencies and for improvements, betterments and extensions to the System other than those necessary to maintain the same in good repair and working order; and

3.9.5. To discharge all other obligations imposed by the Act and by this Agreement.

The Project Sponsor further covenants and agrees that it shall at all times establish and maintain in effect rates and charges for the services provided by, or made available by, the Project and the System which, together with other income, are reasonably expected to yield annual Net Earnings, as defined in the Master Bond Ordinance, in any fiscal year equal to the greater of (i) one hundred ten percent (110%) of the annual principal and interest on all debt paid from or secured by revenues of the System; or (ii) such other percentage of the annual principal and interest on all debt paid from or secured by revenues of the System as the Project Sponsor shall have covenanted that its Net Earnings would meet with respect to other outstanding indebtedness of the System.

SECTION 3.10. Review of Rates. The Project Sponsor covenants that, so long as any amount remains unpaid on the Note, it will review the adequacy of its rates and charges to comply with the requirements of this Agreement promptly upon any material changes in circumstances, but not less

frequently than once in each fiscal year of the Project Sponsor. The Project Sponsor shall submit any adjustments to its rates and charges to the Authority immediately upon adoption.

SECTION 3.11. Disclosure of Events to Authority. The Project Sponsor covenants that, so long as any amount remains unpaid on the Note, it will submit to the Authority event specific information within thirty (30) days of an event adversely affecting more than five (5) percent of revenues of the System and any other information which is otherwise required to be released to a municipal bond information repository service.

SECTION 3.12. Procurement Requirements. The Project Sponsor shall comply with all procurement requirements of law and, to the extent compliance therewith does not contravene any provision of law applicable to the Project Sponsor, shall comply with the procurement requirements set forth in Appendix "C" hereto.

SECTION 3.13. Inspection and Information. On reasonable notice, the Authority or the Department shall have for its own convenience and benefit, and without obligation to the Project Sponsor or any third party, the right to audit the books and records of the Project Sponsor as they may pertain to or affect the System and this Agreement and to enter upon the premises to inspect the Project. The Project Sponsor shall cause its architects, engineers, contractors, and auditors to cooperate during such inspections including making available any documents, records, reports or other materials pertinent to the Project and the inspection. The Project Sponsor shall comply with all reasonable requests by the Authority or the Department for information pertaining to the Project Sponsor's compliance with this Agreement.

SECTION 3.14. Consent to Changes. Without consent of the Authority and Department, the Project Sponsor shall make no modifications or changes to the Project, or allow to continue any defect, which would damage or reduce the value of the Project or the System. The Project Sponsor shall not divide the Project into component projects in order or in effect, so as to defeat the provisions of this Agreement. The Project Sponsor covenants that it shall remain the owner of the Project and agrees that it will not convey, transfer, mortgage or otherwise encumber the Project, the System or the revenues derived therefrom during the term of this Agreement without the express prior written approval of the Authority.

SECTION 3.15. Additional Covenants. The Project Sponsor further covenants and agrees that:

3.15.1. Neither the System, nor any part thereof, nor any of the revenues derived from the System, have been or will be hypothecated, mortgaged, otherwise pledged or encumbered, save and except as herein disclosed and provided for;

3.15.2. It will permit no free service to be rendered, or use to be made of the services and facilities of the System and for the services and facilities of the System used by the Project Sponsor, the reasonable cost and value of such services and facilities shall be paid as such services accrue. The revenue so received from the Project Sponsor shall be deemed revenue derived from the operation of the System, and

shall be accounted for in the same manner as other revenues of the System;

3.15.3. It will permit no customer to be connected to the System, or to receive any service afforded by the System, unless such customer shall become obligated to pay for the service rendered at the appropriate rate according to the rate schedule then in force;

3.15.4. It will maintain in effect rules and regulations requiring connection to the System by all persons within the jurisdiction of the Project Sponsor to whom the services of the System shall be available and shall impose availability fees and charges with respect to customers and properties within its corporate limits to which or whom service is available but which or who have not connected into the System; and

3.15.5. So long as any amount due with respect to the Note is unpaid, it will perform all duties with reference to the System required by the Constitution and statutes of the State, and the Project Sponsor hereby irrevocably covenants, binds and obligates itself not to pledge, mortgage or otherwise encumber the System or any part thereof, or any revenues therefrom, except in the manner herein authorized, and it will not sell, lease or dispose of any portion of the System, necessary or useful, and the Project Sponsor further obligates itself and covenants and agrees with the Authority to maintain in good condition and to operate said System, and to collect and charge such rates for the services and facilities of the System so that the income and revenues of the System will be sufficient at all times to meet the requirements of this Agreement.

ARTICLE IV
ESTABLISHMENT OF FUNDS AND
DISPOSITION OF REVENUES

SECTION 4.1. Establishment of Gross Revenue Fund, Debt Service Fund, Operation and Maintenance Fund, and Depreciation and Contingent Fund. Beginning on the first day of the month following the delivery of the Note, except with respect to the Debt Service Fund, and continuing until all amounts due with respect to the Note have been paid in full, the following funds shall be established and maintained:

4.1.1. The Project Sponsor shall establish a Gross Revenue Fund, into which shall be placed all receipts, income and revenue that the Project Sponsor shall derive, directly or indirectly, from the ownership of the System. Moneys in the Gross Revenue Fund may be withdrawn on order of the Project Sponsor, but shall be made use of only in the manner and in the order of priority specified in Section 4.3 hereof.

4.1.2 The Debt Service Fund established pursuant to the Master Bond Ordinance shall be maintained as the Debt Service Fund for the Note. A separate sub-account shall be established therein for the purpose of monitoring those payments by the Project Sponsor required by the first sentence of Section 4.3.2 herein.

4.1.3. The Project Sponsor shall establish an Operation and Maintenance Fund in order to provide for the payment of all expenses incurred in connection with the administration and operation of the System, and such expenses as may be reasonably necessary to preserve the System in good repair and working order.

4.1.4. The Project Sponsor shall establish a Depreciation and Contingent Fund in order to provide a reasonable reserve for the depreciation of the System, for contingencies and for improvements, betterments and extensions of the System. Moneys in this fund shall be used solely for the purpose of restoring depreciated or obsolete items of the System; for improvements, betterments and extensions to the System, other than for those things which are reasonably necessary to maintain the System in good repair and working order; to defray the cost of unforeseen contingencies; and to prevent defaults of, or for the optional redemption of, the Note and Parity Debt (as defined in Section 4.3.2 hereof), and Junior Lien Bonds (as defined in the Master Bond Ordinance).

4.1.5. In the event the Project Sponsor shall have established funds analogous to, or serving the purpose of, the funds required to be established by this Article IV, such funds may be continued and employed for the purposes of this Agreement, and the Project Sponsor shall not be required to establish duplicate funds.

SECTION 4.2. Establishment and Funding of Debt Service Reserve Fund.

4.2.1. Prior to delivery of this Agreement to the Authority, the Project Sponsor shall establish, and there shall be maintained until payment in full of the Note, a Series 2013B Debt Service Reserve Fund (the "**Debt Service Reserve Fund**") to provide a reserve for payment of principal of and interest on the Note. Based on the Project Sponsor's receipt of a long-term, unenhanced underlying rating on the System and/or any Parity Debt in the "A" category from S&P or Moody's, and from each, if both S&P and Moody's issued ratings, and the submission of such with its Loan application to the Authority, the Debt Service Reserve Fund Requirement (the "**Reserve Requirement**") shall initially equal at least one-half of the maximum amount due on the Note during any full calendar year and shall remain at such level subject to provisions of the following Section 4.2.2.

4.2.2. (a) The Project Sponsor fully complies with all requirements of Section 3.6 herein for annually submitting S&P/Moody's ratings/affirmations and for immediately providing any other rating agency actions related to the System and/or any Parity Debt, and all such ratings are maintained in the "A" category.

(b) If there is no longer any current rating or if either the S&P or Moody's rating is downgraded below the "A" category, the Reserve Requirement will immediately increase to the maximum annual amount due on the Note, and the Project Sponsor will be required to meet the new requirement within one year through twelve (12) equal monthly deposits, beginning in the month following any such downgrade or loss of the rating for the System and/or any Parity Debt.

(c) If the Project Sponsor should receive a long-term, unenhanced underlying rating on the System and/or any Parity Debt in at least the "AA" or "Aa" category respectively from S&P or Moody's, and from each, if both S&P and Moody's issue ratings, the Reserve Requirement may be reduced to zero with prior written approval of the Authority, subject to provisions comparable to (a) above. If either the S&P or Moody's rating is downgraded to an "A" category, the Reserve Requirement will immediately increase to the initial amount cited in Section 4.2.1 and the Project Sponsor will be required to meet the increased Reserve Requirement within six months through equal monthly deposits beginning in the month following any such downgrade. If there is no longer any current rating or if either the S&P or Moody's rating is downgraded below the "A" category, then the Project Sponsor shall comply with the provisions of (b) above.

4.2.3. The Debt Service Reserve Fund is intended to insure the timely payment of the principal of and interest on the Note. Money in the Debt Service Reserve Fund shall be used only to prevent a default in the payment of the Note, by reason of the fact that money in the Debt Service Fund is insufficient for such purposes.

4.2.4. Prior to the delivery of this Agreement to the Authority, the Project Sponsor shall deposit, or cause to be deposited, in the Debt Service Reserve Fund, if required to be established pursuant to provisions of this Section 4.2, funds in an amount, or investments permitted by Section 4.4.3 having a value,

equal to the Reserve Requirement. In the event that the Reserve Requirement shall increase due to an increase in the Loan Amount pursuant to Section 1.4.2(c), the Project Sponsor shall immediately deposit, or cause to be deposited, in the Debt Service Reserve Fund, if required to be established, funds in an amount equal to such increase in the Reserve Requirement.

SECTION 4.3. Disposition of Revenues. All revenues derived from the operation of the System shall be deposited in the Gross Revenue Fund. Beginning in the month following the delivery of this Agreement with respect to payments pursuant to Sections 4.3.1 and 4.3.3 to 4.3.6, inclusive, and beginning in the month of the Payment Initiation Date with respect to payments pursuant to Section 4.3.2, withdrawals from the Gross Revenue Fund shall be made on or before the fifteenth (15th) day of each month in the following order of priority:

4.3.1. There shall be deposited into the Operation and Maintenance Fund that sum which has been currently determined by the Project Sponsor to be the cost of operating and maintaining the System for the next ensuing month.

4.3.2. The monthly fraction of the next payment of principal and interest to become due on the Note on the next succeeding payment date shall be deposited in the Debt Service Fund. Simultaneously with making the monthly deposit in the Debt Service Fund required by this Section 4.3.2, the Project Sponsor shall deposit (a) the monthly fraction of the next payment of principal and interest to become due on the promissory note of the Project Sponsor to the Authority from the South Carolina Drinking Water Revolving Loan Fund (the "**Drinking Water Fund**") relating to loan number 3-003-99-2110001-02 (the "**1999 Project Note**"); (b) the monthly fraction of the next payment of principal and interest to become due on the promissory note of the Project Sponsor to the South Carolina Infrastructure Facilities Authority relating to loan number 2-014-99 from the South Carolina Infrastructure Revolving Loan Fund (the "**2000A Project Note**"); (c) the monthly fraction of the next payment of principal and interest to become due on the promissory note of the Project Sponsor to the Authority relating to loan number 3-008-00-2110001-01 from the Drinking Water Fund (the "**2000B Project Note**"); (d) the monthly fraction of the next payment of principal and interest to become due on the promissory note of the Project Sponsor to the Authority relating to loan number 3-014-02-2110001-04 from the Drinking Water Fund (the "**2003 Project Note**"); (e) the monthly fraction of the next payment of principal and interest to become due on the promissory note of the Project Sponsor to the Authority relating to loan number S1-121-09-378-19 from the Fund (the "**2009 Project Note**"); (f) the monthly fraction of the next payment of principal and interest to become due on the Project Sponsor's Combined Waterworks and Sewerage System Revenue Bonds, Series 2010A (the "**2010A Revenue Bonds**"); (g) the monthly fraction of the next payment of principal and interest to become due on the Project Sponsor's Combined Waterworks and Sewerage System Capital Improvement Revenue Bonds, Series 2010B (Build America Bonds – Taxable Series) (the "**2010B Revenue Bonds**"); (h) the monthly fraction of the next payment of principal and interest to become due on the Project Sponsor's Combined Waterworks and Sewerage System Refunding Revenue Bond, Series 2011 (the "**2011 Revenue Bond**");

(i) the monthly fraction of the next payment of principal and interest to become due on the promissory note of the Project Sponsor to the Authority relating to loan number X1-153-13-378-20 from the Fund (the "**2013A Project Note**"); and (j) the monthly fraction or fractions of the next payment or payments due with respect to any obligations of the Project Sponsor (the "**Obligations**") secured by a pledge of revenues on a parity with the pledge securing the Note, the 1999 Project Note, the 2000A Project Note, the 2000B Project Note, the 2003 Project Note, the 2009 Project Note, the 2010A Revenue Bonds, the 2010B Revenue Bonds, the 2011 Revenue Bond, and the 2013A Project Note. The 1999 Project Note, the 2000A Project Note, the 2000B Project Note, the 2003 Project Note, the 2009 Project Note, the 2010A Revenue Bonds, the 2010B Revenue Bonds, the 2011 Revenue Bond, the 2013A Project Note, and the Obligations are hereinafter sometimes referred to as "**Parity Debt**". In the event amounts available for payments into the Debt Service Fund with respect to the Note and all Parity Debt are not sufficient to make all payments then required to be made, such available amounts shall be deposited into, and allocated within, the Debt Service Fund on a pro rata basis.

4.3.3. (a) In the event any amounts shall be withdrawn from the Debt Service Reserve Fund in order to provide for payment of any amounts due with respect to the Note, there shall be deposited in the Debt Service Reserve Fund not less than one-eleventh (1/11) of the amount of any such withdrawal and such deposits with respect to any such withdrawal shall begin in the month following such withdrawal and shall continue in each month thereafter until the amount on deposit in the Debt Service Reserve Fund shall equal at least the Reserve Requirement.

(b) In the event the Reserve Requirement for the Debt Service Reserve Fund is increased pursuant to any provision of Section 4.2.2 herein, there shall be deposited in the Debt Service Reserve Fund not less than the monthly amount prescribed in Section 4.2.2 according to the circumstances applicable to the increased Reserve Requirement, and such deposits shall begin as required by Section 4.2.2 and shall continue in each month thereafter until the amount on deposit in the Debt Service Reserve Fund shall equal such increased Reserve Requirement.

(c) If the value of the Debt Service Reserve Fund is ever less than the Reserve Requirement, other than as provided in (a) or (b) above, or as provided in Section 4.2.4 with respect to any increase in the Loan Amount, there shall be deposited in the Debt Service Reserve Fund not less than one-eleventh (1/11) of an amount equal to the total Reserve Requirement deficiency, beginning in the month following such a determination. Such deposits shall continue to be made until the amount on deposit in the Debt Service Reserve Fund shall equal at least the Reserve Requirement.

(d) Nothing in Section 4.3.2(a), (b) or (c) shall preclude the Project Sponsor from fully re-establishing the Reserve Requirement in a more timely fashion than so prescribed.

4.3.4. If, in any month, for any reason, the Project Sponsor shall fail to pay all or any part of the money it has herein agreed to pay into said Debt Service Fund or Debt Service Reserve Fund, the amount of any such deficiency shall be added to and shall become a part of the amount due and payable into said Debt Service Fund or Debt Service Reserve Fund in the next succeeding month.

4.3.5 Provisions shall then be made for the payment of any other indebtedness which is junior and subordinate to the Note and all Parity Debt in the order of priority contemplated by the proceedings authorizing their issuance.

4.3.6. There shall be deposited in the Depreciation and Contingent Fund that sum which is one-twelfth (1/12) of the sum determined by the Project Sponsor to be needed for the Depreciation and Contingent Fund for the then current fiscal year.

4.3.7. Any revenues remaining after the foregoing deposits have been made shall be disposed of for any lawful purpose in such manner as the Project Sponsor shall from time to time determine.

SECTION 4.4. Concerning the Debt Service Fund and the Debt Service Reserve Fund. The Debt Service Fund established pursuant to Section 4.1.2 hereof and the Debt Service Reserve Fund established pursuant to Section 4.2 hereof shall be established with a bank whose deposits are insured by the Federal Deposit Insurance Corporation (the "*Trustee*") chosen by the Project Sponsor with the written approval of the Authority. The Debt Service Fund and the Debt Service Reserve Fund shall be held and administered by the Trustee in accordance with the provisions of the Master Bond Ordinance and the following provisions of this Section 4.4. The Trustee shall acknowledge and accept its duties and responsibilities with respect to the Debt Service Fund and the Debt Service Reserve Fund in a written instrument delivered to the Authority with this Agreement.

4.4.1. The Trustee shall notify the Authority in writing of the date of the establishment of the sub-account within the Debt Service Fund and the Debt Service Reserve Fund, the account number and the initial amount of the deposit in each of these two funds for the Note. If the Project Sponsor fails to deposit the amount required by this Agreement in either fund at the time required for such deposit, the Trustee, no later than the fifth day after the date on which such deposit is to be made, shall provide written notification to the Project Sponsor, with a copy to the Authority, of the amount required for deposit into the Debt Service Fund or the Debt Service Reserve Fund pursuant to the provisions of this Agreement. The Trustee shall also verify balances in the Debt Service Reserve Fund, as requested by the Authority, but no less often than semiannually during any period of monthly deposits and no less often than annually when the full Reserve Requirement is met and maintained.

4.4.2. From sums deposited in the Debt Service Fund by the Project Sponsor, the Trustee shall transmit to the Authority an electronic funds transfer or a check made payable to "Office of Local Government - SRF" in the amount, and at the times, required by the Agreement and Note. If insufficient sums exist in the Debt Service Fund for any payment then due, the Trustee shall transfer the amount needed

for payment from the Debt Service Reserve Fund and the Trustee shall notify the Project Sponsor of the amounts required to be deposited in the Debt Service Reserve Fund in order to replenish such a withdrawal and have on deposit therein the amount required by this Agreement. A copy of any such notice shall be provided to the Authority by the Trustee.

4.4.3. Pending disbursement pursuant to this Section 4.4, money in the Debt Service Reserve Fund shall be invested and reinvested by the Trustee at the written direction of the Project Sponsor in Authorized Investments, as defined in the Master Bond Ordinance. Subject to the remaining provisions of this Section 4.4.3, the earnings from such investments shall be added to and become a part of the Debt Service Reserve Fund. Whenever, and as of any date of calculation, the value of the securities and money in the Debt Service Reserve Fund shall exceed the Reserve Requirement, such excess shall, at the direction of the Project Sponsor, either be used to effect partial prepayment of the Note, or shall be removed from the Debt Service Reserve Fund and transferred into the sub-account of the Debt Service Fund for payment of debt service on the Note.

4.4.4. Upon payment in full of all amounts due with respect to the Note, which payment shall be evidenced to the Trustee in writing by the Authority, the Trustee shall pay over all amounts remaining in the Debt Service Fund and Debt Service Reserve Fund to the Project Sponsor upon the receipt of written directions from the Project Sponsor and the Trustee shall thereafter have no further responsibilities under this Agreement; provided, however, that in the event any Parity Debt remains outstanding upon the payment in full of the Note, the disposition of funds then remaining in the Debt Service Fund shall be controlled by the proceedings authorizing the issuance of such outstanding Parity Debt.

ARTICLE V

EVENTS OF DEFAULT

SECTION 5.1. Events of Default. The following occurrences shall constitute Events of Default hereunder:

(A) The Project Sponsor fails to comply with any of the covenants, terms and conditions made in this Agreement;

(B) The Project Sponsor fails to pay any amount due on the Note at the time and in the manner provided in the Note and this Agreement;

(C) Any representation, warranty or statement made by the Project Sponsor in this Agreement or in connection with it or the Loan shall be or become untrue, incorrect or misleading in any material respect;

(D) The Project Sponsor makes an assignment for benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions for appointment of a receiver or trustee for any substantial part of its property or is the subject of such a petition or commences or has commenced against it or its property (a) any similar proceeding under any bankruptcy law or other debtor-relief or similar law or (b) any foreclosure of any mortgage or similar implementation of a trust indenture or like instrument;

(E) Dissolution of the existence of the Project Sponsor;

(F) Any legal or equitable action is commenced against the Project Sponsor which, if adversely determined, could reasonably be expected to impair substantially the ability of the Project Sponsor to perform each and every obligation under this Agreement;

(G) Construction of the Project is not carried out with reasonable dispatch, ceases and is not resumed for forty-five (45) days or is abandoned; and

(H) The Authority reasonably suspects the occurrence of any default or Event of Default by the Project Sponsor, and following request by the Authority, the Project Sponsor fails to provide evidence reasonably satisfactory to the Authority that such default or Event of Default has not in fact occurred.

ARTICLE VI

REMEDIES

SECTION 6.1. Acceleration. Upon the occurrence of an Event of Default, the Authority may, by notice in writing to the Project Sponsor, declare the principal balance of the Note immediately due and payable; and such amount and all interest accrued thereon shall become and be immediately due and payable, anything in the Note or in this Agreement to the contrary notwithstanding. In such event, there shall be due and payable on the Note an amount equal to the total principal amount disbursed on the Note, plus all interest accrued thereon and which will accrue thereon to the date of payment.

SECTION 6.2. Additional Remedies and Enforcement of Remedies. Upon the occurrence and continuance of any Event of Default, the Authority may proceed forthwith to protect and enforce its rights by such suits, actions or proceedings as the Authority shall deem expedient, including but not limited to:

(A) Requiring the Project Sponsor to carry out its duties and obligations under the terms of this Agreement and under the Act;

(B) Suit upon all or any part of the Note;

(C) Civil action to require the Project Sponsor to account as if it were the trustee of an express trust for the Authority;

(D) Civil action to enjoin any acts or things which may be unlawful or in violation of the rights of the Authority; and

(E) Enforcement of any other right of the Authority including the right to make application for the appointment of a receiver to administer and operate the System.

SECTION 6.3. Remedies Not Exclusive. No remedy by the terms of this Agreement conferred upon or reserved to the Authority is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or existing at law or in equity or by statute (including the Act) on or after the date hereof.

SECTION 6.4. Termination of Proceedings. In case any proceeding taken by the Authority on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Authority, the Authority and the Project Sponsor shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Authority shall continue as if no such proceeding had been taken.

ARTICLE VII

SECURITY

SECTION 7.1. Pledge of Revenues. For the payment of the Note and as security for its other obligations under this Agreement, the Project Sponsor hereby grants to the Authority a pledge of, and lien upon, all Revenues (as defined in the Master Bond Ordinance) which remain after paying the cost of the operation and maintenance of the System. Such pledge and lien upon the revenues shall be on a parity in all respects to the pledge and lien securing any Parity Debt (as defined in Section 4.3.2) and shall at all times and in all respects be and remain superior to any pledges made to secure any other obligations of the Project Sponsor payable from the revenues of the System except to the extent otherwise agreed to in writing by the Authority. Parity Debt may be issued only in compliance with Article IV of the Master Bond Ordinance or, if the Master Bond Ordinance is no longer in effect, only with the prior written approval of the Authority.

SECTION 7.2. Additional Security. Upon any failure of the Project Sponsor to make any payment to the Authority in accordance with the provisions of the Note and this Agreement, the Authority shall, without further action, require the State Treasurer to pay to the Authority, subject to the provisions of the Act, the amount of state appropriations as the Project Sponsor may become entitled to until all delinquent payments under the Note have been paid.

ARTICLE VIII

SPECIAL REVOLVING FUND PROVISIONS

SECTION 8.1. Compliance. The Project Sponsor agrees that no date reflected in this Agreement, or in the project completion schedule, or extension of any such date, shall modify any compliance date established in a National Pollutant Discharge Elimination System permit (the "*NPDES Permit*"). It is the Project Sponsor's obligation to request any required modification of applicable permit terms or other enforceable requirements.

SECTION 8.2. Standard Conditions. The Project Sponsor acknowledges and agrees to comply with the following Federal and/or State requirements:

(A) The Project Sponsor shall provide access to the Project work whenever it is in preparation or progress and provide proper facilities for access and inspection. The Project Sponsor shall allow the Regional Administrator of the Environmental Protection Agency, the Comptroller General of the United States, the Department and the Authority, or any authorized representative, to have access to any books, documents, plans, reports, papers, and other records of the contractor which are pertinent to the Project for the purpose of making audit, examination, excerpts, copies, and transcriptions.

(B) Pursuant to requirements of the Fiscal Year 2013 Federal Appropriations Act (PL 113-6) the Project Sponsor shall comply with the Davis-Bacon Act and certify that all laborers and mechanics employed by prime contractors and subcontractors are paid wages at rates not less than those listed on the prevailing wage rate contained in the Project's contract documents and that all applicable provisions of the Davis-Bacon Act have been met. The Project Sponsor shall require the prime contractor to comply with the Davis-Bacon Act. See Attachment #1.

(C) The Project Sponsor shall not presently be debarred for noncompliance with Federal Law and shall not award contracts to any firm that is presently debarred for noncompliance with Federal Law where the contract amount equals or exceeds the federal small purchase procurement threshold.

ARTICLE IX

GENERAL CONDITIONS

SECTION 9.1. No Waiver. No disbursements shall waive any provision of this Agreement or the Note or preclude the Authority from declaring a default if the Project Sponsor is unable to satisfy any such provisions or perform hereunder.

SECTION 9.2. Satisfactory Proceedings. All proceedings taken in connection with transactions provided for in this Agreement shall be satisfactory to the Authority.

SECTION 9.3. Evidence. Any condition of this Agreement which requires a submission of evidence of the existence or nonexistence of facts shall imply as a condition the existence or nonexistence, as the case may be, of such fact or facts, and the Authority shall, at all times, be free independently to establish to its satisfaction and in its absolute discretion such existence or nonexistence.

SECTION 9.4. No Beneficiaries. All conditions of the obligations of the Authority to make disbursements are imposed solely and exclusively for its benefit, its successors and assigns, and no other person shall have standing to require satisfaction of such conditions or to assume that the Authority will refuse to make disbursements in the absence of strict compliance. No person shall be deemed the beneficiary of any such conditions or any other provisions of this Agreement.

SECTION 9.5. Review and Inspection of Work. Any audit or review of plans and specifications and any inspection of the work shall be for the convenience of the Authority and Department only in order to determine that they are within the approved scope of the Project. No such review and inspection, approvals and disapprovals shall be an undertaking by the Authority or Department of responsibility for design or construction.

SECTION 9.6. Notices. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by registered or certified mail to the other party hereto, with instruction to show to whom delivered and return receipt requested addressed as follows:

If to the Project Sponsor:

City of Florence
City Center
324 West Evans Street
Florence, South Carolina 29501-3430

Attention: City Manager

If to the Authority:

South Carolina Water Quality Revolving Fund
Authority
c/o Office of Local Government - SRF
South Carolina Budget and Control Board
1200 Senate Street
453 Wade Hampton Building
Columbia, South Carolina 29201

Attention: Patricia A. Comp

Each party may notify the other by the same process of any change of such address. Loan requests and disbursements and other routine loan administration may be conducted by regular mail.

SECTION 9.7. No Joint Venture, Etc. The Authority is not a partner, joint venturer, or in any other way a party to the Project or the operation of the System of the Project Sponsor. The Authority shall not be in any way liable or responsible by reason of the provisions hereof, to the Project Sponsor or any third party, for the payment of any claims in connection therewith.

SECTION 9.8. Assignment. This Agreement may not be assigned by the Project Sponsor without the prior written consent of the Authority. The Authority may assign the Note and this Agreement, and any such holder and assignee of same shall succeed to and be possessed of the same rights as the Authority under both to the extent so transferred or assigned.

SECTION 9.9. Entire Agreement. This Agreement and the Note contain the entire terms of this Agreement and transaction. They may not be changed, waived or discharged in whole or in part, except by written instrument executed by the party sought to be charged therewith.

SECTION 9.10. Continuity. This Agreement shall be binding upon the legal representatives, successors and assigns of each party and shall inure to their benefit; provided, however, that nothing herein said shall be deemed to limit any restriction on assignment impressed upon the Project Sponsor.

SECTION 9.11. South Carolina Contract. This Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 9.12. Limitations on Actions by Project Sponsor. No action shall be commenced by the Project Sponsor against the Authority for any claim under this Agreement unless notice thereof specifically setting forth the claim shall have been given to the Authority within thirty (30) days after the occurrence of the event or omission which the Project Sponsor alleges gave rise to such claim. Failure to give such notice shall constitute a waiver of any such claim. Liability of the Authority to the Project Sponsor for any breach of the terms of this Agreement shall not exceed a sum equal to the amount which the Authority shall have failed to disburse in consequence of a breach by the Authority of its obligations under this Agreement. Upon the making of any such payment by the Authority to the Project Sponsor, it shall be treated as a disbursement under this Agreement.

SECTION 9.13. Counterparts. This Agreement is executed in two counterparts, which are separately numbered, but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

SECTION 9.14. Appendices. The appendices attached to this Agreement are a part of it.

SECTION 9.15. Special Conditions. The Statements of Special Conditions in Appendix "D" shall govern the matters they address.

SECTION 9.16. Time of Essence. Time is of the essence of this Agreement.

SECTION 9.17. Severability. If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, any remaining provisions of this Agreement shall survive and be applied, and together with the invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

IN WITNESS WHEREOF, the Project Sponsor and the Authority have caused these presents to be signed, sealed and delivered all as of the date hereof.

CITY OF FLORENCE

(SEAL)

By: _____

Name: _____

Title: _____

Attest:

Its _____

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

By: _____

Ashlie Lancaster, Interim Director,
Office of Local Government,
South Carolina Budget and Control Board

SCOPE OF WORK

Project Sponsor: City of Florence

Project Name: Middle Swamp Pump Station and Force Main Replacements

Loan Number: X1-157-13-378-21

Replacement of the Middle Swamp Pump Station and improvements to its associated force main and improvements to the Williamson Road force main.

PROJECT BUDGET

Project Sponsor: City of Florence

Project Name: Middle Swamp Pump Station and Force Main Replacements

Loan Number: X1-157-13-378-21

<u>ITEM</u>	<u>CWSRF LOAN</u>	<u>TOTAL ELIGIBLE COSTS</u>
Construction	\$3,380,000	\$3,380,000
Construction Contingency	338,000	338,000
Construction Inspection and Engineering	<u>172,000</u>	<u>172,000</u>
Total	\$3,890,000	\$3,890,000

PROJECT SCHEDULE

Project Sponsor: City of Florence
Project Name: Middle Swamp Pump Station and Force Main Replacements
Loan Number: X1-157-13-378-21

<u>ACTION</u>	<u>DATE</u>
Bid Opening	June 20, 2013
Contract Execution	July 5, 2013
Notice to Proceed	August 12, 2013
Start of Construction	August 27, 2013
DHEC Permit to Operate	August 27, 2014

REPAYMENT SCHEDULE

Project Sponsor: City of Florence

Project Name: Middle Swamp Pump Station and Force Main Replacements

Loan Number: X1-157-13-378-21

Loan Amount: \$3,890,000

Payment Initiation Date: September 1, 2014

Interest Rate: 1.90% per annum

First Payment Due Date: December 1, 2014

- (1) Prior to the Payment Initiation Date, amounts disbursed shall bear interest from the date of the Authority's check for each disbursement and accrued interest only shall be due on the Payment Initiation Date.
- (2) Repayment of the principal and interest shall be due in 80 installments, commencing on the first day of the third month after the month of the Payment Initiation Date and continuing quarterly on the first day of each third month thereafter.
- (3) Repayment shall be in 79 equal installments in the amount of Fifty-Eight Thousand Five Hundred Sixty-One and 49/100 Dollars (\$58,561.49) each, and one final installment in the amount of Fifty-Eight Thousand Five Hundred Sixty-One and 03/100 Dollars (\$58,561.03).

LOAN CLOSING FEE

Project Sponsor: City of Florence

Project Name: Middle Swamp Pump Station and Force Main Replacements

Loan Number: X1-157-13-378-21

Loan Amount: \$3,890,000

.25% Loan Closing Fee: \$9,725

The Loan Closing Fee identified above shall be due and paid at the time of delivery of the Loan Agreement, Note and other required Loan closing documents. Such fee is not reimbursable through the Loan.

Project Sponsor: City of Florence

Loan Number: X1-157-13-378-21

PROCUREMENT REQUIREMENTS

Recycled Funds

- I. Prior to construction contract award, the Project Sponsor shall:
 - A. Advertise the Project for a minimum of thirty (30) days in advance of bid opening using at least one of the following methods:
 1. Local newspapers of general circulation.
 2. Statewide or regional newspapers of general circulation.
 3. The South Carolina Business Opportunities (SCBO).
 - B. Modify bid documents only by written addenda, which require prior Department approval.
 - C. Hold a public bid opening.
 - D. Utilize competitive sealed construction bids.
 - E. Require at least a five percent (5%) bid bond or certified check.
 - F. Require one hundred percent (100%) payment and performance bonds.
 - G. Require the contractor, during construction, to provide fire, extended coverage, vandalism and malicious mischief insurance equal to the actual value of the insured property.
 - H. Follow, and require the prime contractor to follow, Davis-Bacon and Related Acts provisions.
 - I. If other funding sources are included which have stricter bidding requirements or if applicable Federal, State or local laws or ordinances have stricter requirements, these stricter requirements govern.
 - J. After bid opening, provide the Department with the following:
 1. Project Construction Summary For Recycled Projects (DHEC Form #1295).
 2. A certified copy of the advertisement with date(s) of publication.
 3. Detailed bid tabulation certified by Project Sponsor's engineer.
 4. Proposal of successful bidder(s).
 5. Bid bond with associated Power of Attorney.
 6. Davis-Bacon wage rate(s) used in bidding the project.
 7. Engineer's award recommendation of low bidder(s) to Project Sponsor. If the award is recommended to other than the low bidder(s), provide justification for decision.
 8. Certified copy of Project Sponsor's tentative award resolution listing the proposed contractor(s) and contractor amount(s).
 9. Certification Regarding Debarment, Suspension and Other Responsibility Matters (DHEC Form #3590) from the proposed prime contractor(s) and all subcontractors whose contract amount is expected to exceed \$25,000.
 10. Project Inspection Designation Form (DHEC Form #2324), with all required attachments, indicating the selected method of providing continuous inspection during construction.
 - K. Receive Department approval to award the construction contract(s).

- II. Subsequent to construction contract award, the Project Sponsor shall submit the following to the Department as proof of compliance with procurement requirements:
 - A. Executed contract documents.
 - B. Notice to Proceed.
 - C. Monthly Construction Inspection Reports.
 - D. Davis-Bacon Certification (DHEC Form #2557).

- III. Subsequent to contract award, the Project Sponsor shall submit the following, for Department review and approval, on any proposed change orders:
 - A. Need for the change.
 - B. Clear description of the change.
 - C. Cost and pricing data.
 - D. Documentation of negotiation.
 - E. For claims, information showing the claim did not result from the Project Sponsor's or contractor's mismanagement.

SPECIAL CONDITIONS

Project Sponsor: City of Florence

Project Name: Middle Swamp Pump Station and Force Main Replacements

Loan Number: X1-157-13-378-21

None.

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

**PROMISSORY NOTE TO SOUTH CAROLINA
WATER QUALITY REVOLVING FUND AUTHORITY FOR
SOUTH CAROLINA WATER POLLUTION CONTROL
REVOLVING FUND LOAN**

CITY OF FLORENCE, SOUTH CAROLINA
COMBINED WASTEWATER AND SEWERAGE SYSTEM REVENUE BOND, SERIES 2013B

FOR VALUE RECEIVED, the City of Florence (the "*Project Sponsor*") promises to pay to the order of the South Carolina Water Quality Revolving Fund Authority (the "*Authority*") the principal sum owing from time to time by the Project Sponsor pursuant to, and in accordance with, the Loan Agreement (the "*Agreement*"), the terms of which are incorporated herein by reference, between the Project Sponsor and the Authority relating to Loan Number X1-157-13-378-21, Middle Swamp Pump Station and Force Main Replacements, principal sum, rate of interest and amount and due date of payments thereunder being set forth in Appendix "B" to the Agreement. The records of the Authority with respect to the date and amount of payments on this Note shall be conclusive as to such matters. Interest shall be computed on a three hundred sixty-five-day year basis and compounded annually; the principal of this Note and any installment thereof shall bear interest until paid in full.

Time is of the essence of this Note.

The Project Sponsor may prepay the outstanding principal balance of this Note in whole or in part, together with any accrued interest thereon, at any time without penalty or premium; all such prepayments shall be applied against principal installments due on this Note in the inverse order of the maturity dates thereof.

All payments of principal and interest shall be made in money of the United States at the office of the Authority in Columbia, South Carolina, or at such place as the Authority may designate in writing, and shall be made in funds immediately available in Columbia, South Carolina.

The Project Sponsor agrees to pay at the time any such late payment hereunder is made a late charge of three percent (3%) of any payment not made on or before the tenth day of the month in which such payment is due. Interest which accrues after maturity of this Note or after its earlier acceleration shall be due and payable upon demand.

Payments shall be applied first to any late charge, then to interest, then to principal. There is no

intent for any payment to exceed any legal limit on interest, if any such legal limit applies. If an excess sum occurs, it shall be applied to principal unless the Project Sponsor elects its return in writing.

If the Project Sponsor fails to make any payment of principal or interest within thirty (30) days of the date when due, or if the Project Sponsor defaults in the performance of any of the terms, covenants or conditions of any agreement or other documents concerning this Note, including without limitation the Agreement, the Authority may declare the principal of this Note and all unpaid interest accrued on it to be due and payable immediately, without prior notice or demand to the Project Sponsor.

The failure of the Project Sponsor to make any payment of principal or interest or both shall not constitute a default until thirty (30) days following the due date but the Authority shall have no obligation to give the Project Sponsor notice of any failure to make such payments. Upon any such payment default, the Authority shall immediately avail itself of the provisions of Section 7.2 of the Agreement relating to additional security for payment of amounts due on this Note.

The Project Sponsor waives presentment for payment, demand, protest, and notice of non-payment. Neither a failure to accelerate for default nor acceptance of a past due installment shall be a novation of this Note or constitute a waiver of the right to insist upon strict compliance with it and any related agreements and documents.

The Project Sponsor shall pay all costs of collection, including but not limited to reasonable attorney's fees if the Authority endeavors to collect this Note in any manner through an attorney at law. The rights and remedies of the Authority provided in this Note are cumulative and not exclusive of any other rights and remedies afforded the Authority by law or by any other document.

This Note shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, the Project Sponsor has caused this Note to be executed under its seal and to be registered in the name of the South Carolina Water Quality Revolving Fund Authority as of this ____ day of _____, 2013.

CITY OF FLORENCE

[SEAL]

By: _____

Typed Name: _____

Title: _____

Attest:

Its _____

CERTIFICATE OF AUTHENTICATION

This Promissory Note is the obligation issued pursuant to the Project Sponsor's Master Bond Ordinance enacted October 24, 1989, as amended April 12, 2010 and December 12, 2011, and as authorized by the Project Sponsor's Series Ordinance enacted _____, 2013.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N. A., TRUSTEE

By: _____, Authorized Officer

Typed Name: _____

**Davis-Bacon Wage Rates Under FY 2013 Federal Appropriations Act
For Subrecipients (Project Sponsors)**

1. Applicability of the Davis-Bacon (DB) Prevailing Wage Requirements

Under the FY 2013 Federal Appropriations Act, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations

- (a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.
 - (i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
 - (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- (b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.
- (c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- (d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract Provisions

Refer to Appendix A: Mandatory Supplemental General Conditions For The South Carolina State Revolving Fund Program that must be included in all bid documents and contracts over \$2,000. Available from the Department.

4. Contract Provisions for Contracts in Excess of \$100,000

Refer to Appendix A: Mandatory Supplemental General Conditions For The South Carolina State Revolving Fund Program that must be included in all bid documents and contracts over \$100,000. Available from the Department.

5. Compliance Verification

- (a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The subrecipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

FLORENCE CITY COUNCIL MEETING

DATE: June 3, 2013

AGENDA ITEM: Bill No. 2013-013 - An ordinance to regulate businesses by enacting a new chapter in the city of Florence Code of Ordinances to establish provisions and requirements for the screening of criminal records by employers within the City of Florence

DEPARTMENT/DIVISION: Councilman Robinson

I. ISSUE UNDER CONSIDERATION

This Ordinance, which is patterned after an Ordinance enacted by the City of Philadelphia, PA, would result in the City establishing regulations which limit the obtaining and use of information regarding arrests and convictions in the employment process in an effort to make sure that such information is not improperly used by the City or employers within the City to accomplish the following goals:

- a. To assist the successful reintegration of formerly-incarcerated people back into the community by removing barriers to gainful employment after their release from jail/prison;
- b. To enhance the health and security of the community by assisting people with criminal/arrest records to provide for their families and themselves; and
- c. To ensure that, within the City of Florence, just and fair measures are implemented and practiced when screening and identifying persons who may or may not have criminal records.

II. CURRENT STATUS/PREVIOUS ACTION TAKEN:

a. Councilman Robinson previously provided Council with information regarding this proposal, including language for a proposed ordinance, and Council discussed this during a Report to Council at the Meeting on May 13, 2013.

b. The attached Ordinance contains the same language previously discussed, is based upon the Philadelphia Ordinance, and has been altered only to the extent needed to place it into the proper format for our ordinances.

c. This Ordinance is being presented by Councilman Robinson for First Reading.

III. OPTIONS

- a. Approve the Ordinance on First Reading
- b. Defer the request should additional information be needed.
- c. Suggest other alternatives to accomplish the same goals.
- d. Defeat the Ordinance on First Reading.

IV. ATTACHMENTS

- a. Proposed Ordinance

ORDINANCE NO. 2013-_____

AN ORDINANCE TO REGULATE BUSINESSES BY ENACTING A NEW CHAPTER IN THE CITY OF FLORENCE CODE OF ORDINANCES TO ESTABLISH PROVISIONS AND REQUIREMENTS FOR THE SCREENING OF CRIMINAL RECORDS BY EMPLOYERS WITHIN THE CITY OF FLORENCE.

WHEREAS, the Council of the City of Florence, South Carolina, hereby finds and determines:

- a. Persons with criminal records suffer from pervasive discrimination in many areas of life-employment housing, education, and eligibility for many forms of social benefits: and
- b. As of 2000, more than 70 million people nationwide had criminal records and are reported to experience lifelong discrimination because of their past convictions, and Florence has a high corrections population because of their past convictions:, and
- c. As of 2000 there have been approximately 35,000 arrest within the city of Florence of which approximately 60% are because recidivism: and
- d. The percentage of people of color arrested and convicted both local and nationwide exceed the percentage of their representation in the population as a whole, which disproportionately impacts their lives, families and communities; and
- e. Criminal background checks by employers have increased at a record rate, with a vast majority of employers in the U.S. now screening their workers for criminal records; and
- f. Formerly-incarcerated people represents a group of job-seekers, ready to contribute and add to the work force; and
- g. Lack of employment is a significant cause of recidivism; people who employed are significantly less likely to be re-arrested; and
- h. Obstacles to employment for people with criminal records and other barriers to re-entry are creating permanent members of an underclass that threatens the health of the community and undermines public safety.

- i. This Legislation concerns a sensitive and highly controversial subject, and should not be construed to require an employer to hire someone with a criminal record, nor to limit an employer's ability to choose the most qualified and appropriate application for the employment opportunity at hand.
- j. This legislation is intended to give the individual with a criminal/arrest record an opportunity to be judged on his or her own merit during the submission of the application and at least until the completion of one interview.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED, AND BY THE AUTHORITY THEREOF THAT CHAPTER 13 OF THE CITY CODE IS HEREBY AMENDED TO ADD A NEW ARTICLE IX WHICH SHALL READ IN ITS ENTIRETY AS FOLLOWS:

Article IX Limitations on Inquiry Concerning Criminal Record During The Employment Process

Sec. 13-140 It is the intent and purpose of this Chapter:

- a. To assist the successful reintegration of formerly-incarcerated people back into the community by removing barriers to gainful employment after their release from jail/prison;
- b. To enhance the health and security of the community by assisting people with criminal/arrest records to provide for their families and themselves; and
- c. To ensure that, within the City of Florence, just and fair measures are implemented and practiced when screening and identifying persons who may or may not have criminal records.

Sec. 13-141 Definitions.

As used in this Chapter this Chapter the following terms have the following meanings:

- a. "Applicant" means any person considered or who requests to be considered for employment by an employer

b. "City agency" means the city, or any City department, agency, board or commission.

c. "Conviction" shall mean any sentence arising from a verdict or plea of guilty or nolo contendere, including a sentence of incarceration, a suspended sentence, a sentence of probation or a sentence of unconditional discharge.

d. "Employment" means any occupation, vocation, job, work for pay or employment, including temporary or seasonal work, contracted work, contingent work and work through the services of a temporary or other employment agency; or any form of vocational or educational training with or without pay. "Employment" shall not, for the purpose of this Chapter, include membership in any law enforcement agency.

e. "Inquiry" means any direct or indirect conduct intended to gather information, using any mode of communication.

f. "Interview" means any direct contact by the employer with the applicant, whether in person or by telephone, to discuss the employment being sought or the applicant's qualifications.

g. "Criminal Justice Agency" means any, court including the minor judiciary, with criminal jurisdiction or any other governmental agency, or subunit thereof, created by statute or by the state or Federal constitutions, specifically authorized to perform as its principal function the administration of criminal justice, and which allocates a substantial portion of its annual budget to such function; and agencies whose principal function relates to the administration of criminal justice, including but not limited to organized State and municipal police departments, local detention facilities, correctional facilities, probation agencies, district or prosecuting attorneys, parole boards, pardon boards and public agencies that provide care, guidance and control to adjudicated delinquents.

h. "License" means any certificate, license, permit, authorization or grant of permission required by the City as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. "License" shall not for the purpose of this Chapter, include any license, authorization or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm.

i. "Private employer" means any person, company, corporation, labor organization or association which employs ten or more persons within the City of Florence. It includes job placement and referral agencies and other employment agencies.

Sec. 13-142 Prohibition Against Unfair Discrimination Against Persons Previously Arrested For One Or More Criminal Offenses.

a. In connection with the licensing or employment of any person, it shall be an unlawful discriminatory practice of a City agency or private employer to knowingly and intentionally make any inquiry about or to take any adverse action against any person on the basis of any arrest or criminal accusation made against such person, which is not then pending against that person and which did not result in a conviction. It shall further be an unlawful discriminatory practice for a City agency or private employer to require any person to disclose or reveal any arrest or criminal accusation made against such person which is not then pending against that person and which did not result in a conviction.

Sec.13-143 Prohibition Against Unfair Discrimination Against Persons Previously Convicted For One Or More Criminal Offenses.

a. In connection with licensing or employment of any person, it shall be an unlawful discriminatory practice for a City agency or private employer to make any inquiry regarding or to require any person to disclose or reveal any criminal convictions during the application process. The application process shall begin when the applicant inquires about

the employment bent sought and shall end when an employer has accepted an employment application.

b. It shall further be an unlawful discriminatory practice for a City agency or private employer to make any inquiry regarding, or to require any person to disclose or reveal any criminal convictions against such person before and during the first interview. If an employer does not conduct an interview, that employer is prohibited from making any inquiries or gathering any information regarding the applicant's criminal convictions. If the applicant voluntarily discloses any information regarding his or her criminal conviction at the interview, the employer may discuss the criminal conviction disclosed by the applicant.

Sec. 13-144 Exemptions.

a. The prohibitions of this Chapter shall not apply if the inquiries or adverse actions prohibited herein are specifically authorized by any other applicable law.

b. The prohibitions of this Chapter shall not apply to a Criminal Justice Agency as defined herein.

c. Nothing in this Chapter shall modify or waive the requirements and limitations on the use of criminal records in Florence.

Sec. 13-145 Enforcement.

a. The City Manager shall designate the appropriate city department to administer and enforce this Chapter.

b. Each violation of this Chapter shall constitute a "Class III" offense and any person who violates this Chapter shall be subject to a fine as set forth under "Class III" offenses.

Sec. 13-146 Fair Criminal Record Screening Advisory Screening Advisory Committee.

a. Establishment. The City Council hereby calls upon the City Manager to establish a nine (9) person committee entitled the "The Criminal Record Screening Advisory Committee" the purpose of which shall be to review the implementation and effectiveness of this Chapter and to make recommendations to the City Council regarding this Chapter.

b. Members. The Committee shall be composed of nine (9) members, one (1) each by each Council member, one (1) by the City Manager, and of the eight shall appoint one (1) other to be Chairperson. The appointees shall consist of: two (2) that have arrest/criminal records, two (2) from the business community, two (2) from general public, one (1) minister, and the other two, shall be the committee appointee and City Manager's appointee, no restrictions

c. Meetings: The committee shall meet at least quarterly. All meetings shall be open to the public and will allow for public testimony on policies or conduct relating to this Chapter.

Sec. 13-147 Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be unconstitutional or invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance, or the application of such provision to persons or circumstances other than those as to which it is held invalid. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance irrespective of the unconstitutionality of invalidity of any section, subsection, subdivision, paragraph, sentence, clause or phrase.

Sec. 13-148 Effective Date.

After its approval and adoption on by City Council with two readings, this Ordinance shall become effective on January 1, 2014.

ADOPTED THIS ____ DAY OF _____, 2013.

Approved as to form:

James W. Peterson, Jr.
City Attorney

Stephen J. Wukela
Mayor

Attest:

Dianne M. Rowan
Municipal Clerk

FLORENCE CITY COUNCIL MEETING

DATE: August 12, 2013

AGENDA ITEM: Introduction of Resolution

DIVISION/DEPARTMENT: City Council – Councilman Ed Robinson

I. ISSUE UNDER CONSIDERATION

A Resolution to commit \$600,000 from the City of Florence Reserve/Emergency Funds to be replaced by a tax increase to begin 2014.

II. POINTS TO CONSIDER

1. There has been no new homeownership projects in the low income areas within the past five years.
2. Neighborhood development would strengthen neighborhoods, reduce crime, create jobs, elevate the economy, increase cities revenue and reduce racial tension.

(State of South Carolina)
()
(City of Florence)

RESOLUTION NO. 2013 – 17

**A Resolution Committing Six Hundred Thousand Dollars From
The City Of Florence Reserve/Emergency Funds To Be Replaced By A
Tax Increase To Begin 2014**

WHEREAS, The low income areas of the City of Florence represents approximately 35% of the City; and
WHEREAS, approximately 95% of these low income areas are inhabited by African Americans; and
WHEREAS, it has been acknowledged by the Mayor, other Council Members and the City Manager that these areas have been neglected by Council and management of Florence; and
WHEREAS, the only emphasis on investments in these areas by the Mayor has been demolishing and none on rehabilitation; and
WHEREAS, there has been no new homeownership projects in these areas within the past five years; and
WHEREAS, without strong support from the City of Florence, banks are extremely reluctant to lend for new construction and even for repairs; and
WHEREAS, without bank support, the only direction for these neighborhoods is further down; and
WHEREAS, the demise of these neighborhoods is high unemployment and crime; and
WHEREAS, the solutions to the problems that plaque these neighborhoods are jobs and hope; and
WHEREAS, there are a myriad of jobs within neighborhood development for many years; and
WHEREAS, neighborhood development would strengthen neighborhoods, reduce crime, create jobs, elevate the economy, increase cities revenue, and reduce racial tension.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Florence, at a duly assembled meeting of said City Council:

- 1) Authorize \$600,000 to be committed from the City of Florence Reserve/Emergency Funds and be dedicated to neighborhood redevelopment.
- 2) The \$600,000 will be replaced in the City of Florence Reserve/Emergency Funds by a tax Increase to begin 2014.

RESOLVED THIS 12TH DAY OF August, 2013.

APPROVED AS TO FORM:

JAMES W. PETERSON, JR.
CITY ATTORNEY

STEPHEN J. WUKELA
MAYOR

ATTEST:

DIANNE M. ROWAN
MUNICIPAL CLERK

CITY OF FLORENCE COUNCIL MEETING

DATE: August 12, 2013

AGENDA ITEM: Resolution to Name South Dargan Street Dining Courtyard, First Reading

DEPARTMENT/DIVISION: Department of Planning, Research & Development

I. ISSUE UNDER CONSIDERATION:

Naming of the Dining Courtyard located on the rear portions of the properties identified by the Florence County Tax Assessor as Tax Map numbers 90169-01-020, 90169-01-021, 90169-01-022, and 90169-01-023.

II. POINTS TO CONSIDER:

1. City Council has been asked to consider the recommended name for the new Dargan Street Dining Courtyard. In accordance with the adopted naming policy for public facilities, the Planning Commission is responsible recommending, to City Council, requests to name public facilities.
2. A committee comprised of property owners adjacent to the courtyard have requested the courtyard be named for William H. Johnson.
3. William H. Johnson (1901-1970) was an artist born in Florence and has been acclaimed as a major figure in 20th century art.
4. Planning Commission members voted unanimously, 5-0, to recommend the name, William H. Johnson Renaissance Dining Courtyard.

III. CURRENT STATUS/PREVIOUS ACTION TAKEN:

On July 9, 2013, the Planning Commission held a public hearing on this matter. Planning Commissioners recommended 5-0 to recommend naming the Dining Courtyard, William H. Johnson Renaissance Dining Courtyard.

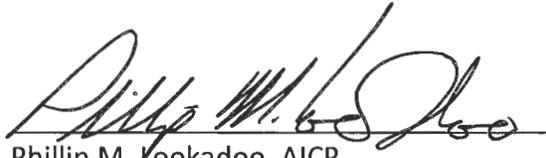
IV. OPTIONS:

City Council may:

1. Approve the request as presented based on the information submitted.
2. Defer the request should additional information be needed.
3. Suggest other alternatives.
4. Deny the request.

V. ATTACHMENTS:

1. Resolution
2. Map showing the location of the property.



Phillip M. Lookadoo, AICP
Planning, Research, & Development Director



Andrew H. Griffin
City Manager

(STATE OF SOUTH CAROLINA)
()
(CITY OF FLORENCE)

RESOLUTION NO. 2013 - _____

WHEREAS, A public meeting was held in the Live Oak Conference Room at the City Center on July 9, 2013 at 6:30 p. m. before the City of Florence Planning Commission and notice of said hearing was duly given; and
WHEREAS, The Planning Commission recommended by unanimous vote, 5-0, to name the Courtyard, William H. Johnson Renaissance Dining Courtyard.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Florence, South Carolina concurs in the aforesaid application, findings and recommendations, that the city courtyard on South Dargan Street (Tax Maps 90169-01-020, 90169-01-021, 90169-01-022, and 90169-01-023) shall be named

WILLIAM H. JOHNSON RENAISSANCE DINING COURTYARD

AND IT IS SO RESOLVED, this 12th day of August, 2013.

ADOPTED THIS 12th day of August, 2013.

APPROVED AS TO FORM:

JAMES W. PETERSON, JR.
CITY ATTORNEY

STEPHEN J. WUKELA
MAYOR

ATTEST:

DIANNE M. ROWAN
MUNICIPAL CLERK

CITY OF FLORENCE COUNCIL MEETING

DATE: August 12, 2013

AGENDA ITEM: Resolution No. 2013-19, a Resolution to Approve and Authorize the Execution of the Consent Decree Regarding the Timmonsville Utility

DEPARTMENT/DIVISION: City Manager and City Attorney

I. ISSUE UNDER CONSIDERATION:

A resolution approving and authorizing the execution of the Consent Decree in the action pending in the U. S. District Court in Civil Action No. 4:13-cv-01522-RBH regarding the Timmonsville utility which is being acquired by the City of Florence.

II. CURRENT STATUS/PREVIOUS ACTION TAKEN:

(a) The City has been working for many months with Timmonsville, USEPA and SCDHEC regarding requests that the City acquire the Timmonsville Water and Sewer System in order to assist in providing water and wastewater services to the Timmonsville service area and to bring the Timmonsville system into compliance with the permits under which it operates.

(b) The City and Timmonsville, after authorization through previous actions of both councils, have entered into the Agreement to Convey Utility and Grant Franchise.

(c) The Agreement to Convey Utility and Grant Franchise made it clear that any responsibilities and commitments of the City are contingent upon several prerequisites, specifically including the successful negotiation of an agreement with USEPA, SCDHEC, Timmonsville, and the City resulting in a Consent Decree that is satisfactory to the City.

(d) City staff and the city attorney have engaged in extended negotiations regarding the Consent Decree with all parties involved, and the Consent Decree attached to this Resolution is the result of those negotiations.

III. POINTS TO CONSIDER:

(a) This Consent Decree incorporates time schedules and required activities that have been approved by the City staff and the consultants retained by the City.

(b) The Consent Decree resolves the ongoing litigation in Federal Court regarding the Timmonsville Utilities and the present violations of the utilities.

(c) The obligations of the City of Florence under the Consent Decree are specifically contingent upon the completion of the conveyance of Timmonsville's water and wastewater utilities to the City of Florence. If, for any reason, the conveyance does not occur, the City of Florence is not obligated under this Consent Decree.

(d) The present timeline for the completion of the conveyance of Timmonsville's water and wastewater utilities to the City of Florence requires that this Consent Decree be executed and returned to USEPA by no later than August 15, 2013.

IV. OPTIONS:

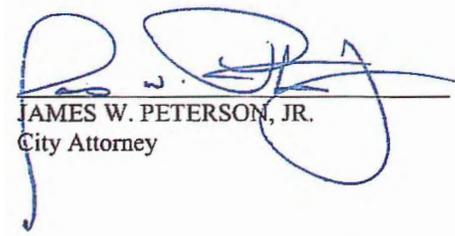
City Council may (1) adopt the Resolution as presented based on information submitted; (2) defer request should additional information be needed; (3) suggest other alternatives; or (4) deny request.

V. RECOMMENDATION:

City Manager and City Attorney recommend adoption of the Resolution.

VI. ATTACHMENTS:

The Proposed Resolution No. 2013-19 with exhibit.



JAMES W. PETERSON, JR.
City Attorney

RESOLUTION 2013-19

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE CONSENT DECREE IN THE ACTION PENDING IN THE U. S. DISTRICT COURT IN CIVIL ACTION NO. 4:13-cv-01522-RBH REGARDING THE TIMMONSVILLE UTILITY WHICH IS BEING ACQUIRED BY THE CITY OF FLORENCE.

The City Council (Council), as the governing body of the City of Florence, South Carolina (the "City"), hereby finds, and determines:

(a) The City is an incorporated municipality located in Florence County, South Carolina and as such possesses all powers granted to municipalities by the Constitution and general law of the State of South Carolina.

(b) The Town of Timmons ville (the "Timmons ville") is an incorporated municipality located in Florence County, South Carolina and as such possesses all powers granted to municipalities by the Constitution and general law of the State of South Carolina.

(c) Timmons ville presently owns and operates a waterworks and wastewater system that has been combined pursuant to Section 6-17-40 of the South Carolina Code of Laws, said system being made up of certain water and wastewater infrastructure including water production, distribution, wastewater treatment, and collection facilities for users within and near the Town Limits of Timmons ville and within the franchise area granted to Timmons ville by the County of Florence.

(d) Timmons ville, through its Town Council, has concluded that the said system is in need of significant maintenance and is out of compliance with permits and threatens the ability of the system to continue to serve its customers and that Timmons ville no longer has the capability to continue to own and operate its water and wastewater infrastructure including water production, distribution, wastewater treatment, and collection facilities for it users and customers.

(e) The City has also been approached by USEPA and SCDHEC with requests that the City consider acquiring the Timmons ville System in order to assist in providing water and wastewater services to the Timmons ville service are and to bring the Timmons ville system into compliance with the permits under which it operates.

(f) The City and Timmons ville, after authorization through previous actions of both councils, have entered into the Agreement to Convey Utility and Grant Franchise.

(l) The Agreement to Convey Utility and Grant Franchise made it clear that any responsibilities and commitments of the City are contingent upon several prerequisites, specifically including the successful negotiation of an agreement with USEPA, SCDHEC, Timmons ville, and the City resulting in a Consent Decree that is satisfactory to the City.

(f) The Consent Decree attached hereto as Exhibit "A" is the result of extensive

negotiations, and we hereby find that it is in the best interest of the City to consent to this Consent Decree in order to facilitate the ultimate conveyance of the Timmonsville utility to the City pending the satisfactory completion of the remaining prerequisites outlined in the Agreement to Convey Utility and Grant Franchise.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City of Florence hereby approves the Consent Decree in the action pending in the U. S. District Court in Civil Action No. 4:13-cv-01522-RBH attached hereto as Exhibit "A" and authorizes its execution by Mayor Wukela.

ADOPTED this ____ day of August, 2013.

Approved as to form:

James W. Peterson, Jr.
City Attorney

Stephen J. Wukela
Mayor

Attest:

Dianne M. Rowan
Municipal Clerk

EXHIBIT A
To
Resolution 2013-19

Consent Decree in Civil Action 4:13-cv-01522-RBH

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Appendices

Appendix A: List of Items that Must Be Included with NPDES WET Reports

Attachments

Attachment 1: Agreement to Convey Utility and Grant Franchise between Town of Timmonsville and City of Florence

I. INTRODUCTION

1. WHEREAS, Plaintiffs the United States of America (“United States”), on behalf of the United States Environmental Protection Agency (“EPA”), and the South Carolina Department of Health and Environmental Control (“SCDHEC”), on behalf of the State of South Carolina, have filed a Complaint in this action concurrently with this Consent Decree, alleging that the Town of Timmonsville, South Carolina (hereinafter “Defendant” or “Timmonsville”), violated Section 301 of the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 and the Water Quality Act of 1987 (“Clean Water Act” or “CWA”), 33 U.S.C. § 1311; violated Sections 48-1-90(A)(1) and 48-1-110(d) of the South Carolina Pollution Control Act (“SCPCA”), S.C. Code Ann. §§ 48-1-90(A)(1) and -48-1-110(d); and violated Section 44-55-80(A) of the State Safe Drinking Water Act, as amended (“SC Safe Drinking Water Act” or “SC SDWA”), and the State Primary Drinking Water Regulations (“SPDWRs”) promulgated by the State of South Carolina at 4 S.C. Code Ann. Regs. 61-58 pursuant to the SC SDWA, S.C. Code Ann. §§ 44-55-10 to -120 (2002 & Supp. 2011); and seeking injunctive relief and civil penalties pursuant to Sections 309(b) and (d) and 504(a) of the CWA, 33 U.S.C. §§ 1319(b) and (d) and 1364(a); Sections 48-1-50(4) and 48-1-330 of the SCPCA, S.C. Code Ann. §§ 48-1-50(4) and 48-1-330; and Section 44-55-90(B)(1) and (C) of the SC SDWA, S.C. Code Ann. § 44-55-90(B)(1) and (C).

2. WHEREAS, the Parties to this Consent Decree are the Town of Timmonsville, South Carolina; the City of Florence, South Carolina (hereinafter “Florence”); SCDHEC, on behalf of the State of South Carolina; and the United States, on behalf of the EPA.

3. WHEREAS, SCDHEC is charged with the statutory duty of enforcing the SC SDWA, pursuant to S.C. Code Ann. §§ 44-55-10 to -120 and the regulations promulgated pursuant thereto.

4. WHEREAS, the EPA is charged with the statutory duty of enforcing the CWA, pursuant to 33 U.S.C. § 1251 *et. seq.* and the regulations promulgated pursuant thereto.

5. WHEREAS, SCDHEC is charged with the statutory duty of enforcing the SCPCA, pursuant to S.C. Code Ann. § 48-1-10 to -350 and the regulations promulgated pursuant thereto.

6. WHEREAS, SCDHEC, on behalf of the State of South Carolina, is also a plaintiff in this action and is also joined as a party under Section 309(e) of the CWA, 33 U.S.C. § 1319(e), which requires the state in which a municipality is located to be joined as a party whenever the municipality is a party to a civil action brought by the United States under Section 309 of the CWA.

7. WHEREAS, Timmonsville, a municipality, owns and operates a Publicly Owned Treatment Works (“POTW”) in Timmonsville, Florence County, South Carolina, which includes a wastewater treatment plant (hereinafter “WWTP”) and corresponding sanitary sewer collection and transmission system (hereinafter “SSS”) conveying sanitary wastewaters to the WWTP.

8. WHEREAS, the Complaint alleges that Timmonsville violated the CWA, 33 U.S.C. §§ 1251-1387, for failing to comply with the requirements of its National Pollutant Discharge Elimination System (“NPDES”) Permit No. SC0025356, which SCDHEC issued to Timmonsville on June 17, 2002, with an effective date of August 1, 2002, and an expiration date

of September 30, 2006 (hereinafter “Permit A”); and which the EPA re-issued to Timmons ville on August 31, 2006, with an effective date of October 1, 2006, and an expiration date of August 31, 2008 (hereinafter “Permit B”). In March 2008, Timmons ville submitted its reapplication for Permit No. SC0025356 to SCDHEC. On March 26, 2008, SCDHEC informed Timmons ville that its reapplication was incomplete, and granted Timmons ville an extension of time until July 14, 2008 to resubmit a completed application. On July 10, 2008, Timmons ville submitted a completed reapplication for Permit No. SC0025356 to SCDHEC. SCDHEC administratively continued Timmons ville’s Permit No. SC0025356 effective July 18, 2008.¹

9. WHEREAS, the Complaint alleges that Timmons ville failed to comply with the requirements of Permits A and B in the following manners: operations and maintenance violations; numerous pretreatment program implementation and reporting violations; at least 442 effluent monitoring and/or reporting violations; at least 482 effluent limit violations; and at least 49 releases of untreated or partially-treated wastewater. The Complaint alleges that Timmons ville had these violations of its NPDES Permits beginning April 1, 2003, through the date of the Complaint.

10. WHEREAS, the EPA issued an administrative order against Timmons ville, Docket Number CWA-04-2005-4803, on September 27, 2005, (hereinafter “AO-1”), pursuant to Section 309(a) of the CWA, 33 U.S.C. § 1319(a), for whole effluent toxicity (“WET”) violations and thereby failure to comply with the requirements of NPDES Permit A. Plaintiffs allege that Timmons ville did not fully comply with the requirements of AO-1.

¹ Under 40 C.F.R. § 122.6(d), an EPA-issued NPDES permit does not continue in force beyond its expiration date under Federal law if, at that time, a State is the permitting authority under the CWA. States authorized to administer the NPDES program, such as South Carolina, may continue EPA-issued permits until the effective date of new permits. See also 4 S.C. Code Ann. Regs. 61-9-122.6.

11. WHEREAS, the EPA issued an administrative order against Timmons ville, Docket Number CWA-04-2008-4751, on November 30, 2007, (hereinafter “AO-2”), pursuant to Sections 308 and 309(a)(3) of the CWA, 33 U.S.C. §§ 1318 and 1319(a)(3), for effluent limit, operations and maintenance violations, and thereby failure to comply with the requirements of NPDES Permit B. Plaintiffs allege that Timmons ville did not fully comply with the requirements of AO-2.

12. WHEREAS, Timmons ville owns and/or operates public water system (or “PWS”) No. 2110005, which provides water for human consumption to the Town of Timmons ville.

13. WHEREAS, SCDHEC conducted sanitary surveys of Timmons ville’s PWS No. 2110005 on March 27, 2006 and March 26, 2007, both of which documented PWS deficiencies. SCDHEC issued Consent Order No. 07-118-DW (“2007 SDWA Consent Order”) against Timmons ville on August 3, 2007 relative to Timmons ville’s PWS No. 2110005, in which SCDHEC found that, overall, the PWS was unsatisfactory and that Timmons ville had violated the SPDWRs, 4 S.C. Code Ann. Regs. 61-58, in that Timmons ville had failed to properly operate and maintain the PWS. Plaintiffs allege that Timmons ville failed to fully comply with the 2007 SDWA Consent Order. SCDHEC subsequently conducted another sanitary survey of Timmons ville’s PWS No. 2110005 on November 30, 2009, which documented additional PWS deficiencies. SCDHEC amended the 2007 SDWA Consent Order on March 11, 2010 (hereinafter “2007 SDWA Consent Order Amendment”). Plaintiffs allege that Timmons ville failed to fully comply with the 2007 SDWA Consent Order Amendment.

14. WHEREAS, SCDHEC conducted a sanitary survey of Timmons ville’s PWS No. 2110005 on November 23, 2010, which documented further PWS deficiencies. SCDHEC issued

Consent Order No. 11-011-DW (“2011 SDWA Consent Order”) against Timmons ville on March 10, 2011 relative to Timmons ville’s PWS No. 2110005, in which SCDHEC found that, overall, the PWS was unsatisfactory and that Timmons ville had violated the SPDWRs, 4 S.C. Code Ann. Regs. 61-58, in that Timmons ville had failed to properly operate and maintain the PWS. Timmons ville submitted a Corrective Action Plan (“2011 CAP”) to SCDHEC on April 27, 2011 pursuant to the 2011 SDWA Consent Order. SCDHEC approved the 2011 CAP on May 11, 2011, thus making the 2011 CAP an enforceable part of the 2011 SDWA Consent Order. Plaintiffs allege that Timmons ville failed to fully implement the 2011 CAP.

15. WHEREAS, SCDHEC conducted a sanitary survey of Timmons ville’s PWS No. 2110005 on September 27, 2012, which documented further PWS deficiencies.

16. WHEREAS, SCDHEC conducted a sanitary survey of Timmons ville’s PWS No. 2110005 on March 19, 2013, which documented further PWS deficiencies.

17. WHEREAS, Timmons ville contends that it currently does not have the necessary resources to operate the POTW and PWS in manners that are compliant with the CWA, the SCPCA, and the SC SDWA, and, as a result, Timmons ville has expressed its willingness and desire to transfer the POTW and PWS to an entity with the financial and technical capabilities to rehabilitate, operate and maintain the facilities.

18. WHEREAS, Florence was approached by the EPA, SCDHEC and Timmons ville to determine whether, in the interest of protecting human health and the environment, Florence would entertain the possibility of operating and/or acquiring the POTW and PWS in Timmons ville; this contact resulted in Timmons ville and Florence beginning discussions in late 2012 regarding the transfer of the POTW and PWS facilities to Florence.

19. WHEREAS, the discussions between Timmons ville and Florence resulted in a written agreement (“Agreement to Convey Utility and Grant Franchise”) memorializing the terms and conditions under which a transfer of the POTW and PWS facilities from Timmons ville to Florence will occur upon the passage of a special election allowing the conveyance and transfer, which transfer will occur after the Effective Date of this Consent Decree and after the successful conclusion of the other conditions set out in said Agreement to Convey Utility and Grant Franchise. The Agreement to Convey Utility and Grant Franchise is attached hereto as Attachment 1.

20. WHEREAS, it is the intent of Florence and Timmons ville that, upon the Effective Date of this Consent Decree, they shall immediately proceed to close the transaction which will result in Florence becoming the owner and operator of the POTW and the PWS and that the Timmons ville POTW and PWS facilities will become part of Florence’s POTW and PWS operations.

21. WHEREAS, as of the Effective Date of this Consent Decree and thus the date of transfer of the POTW from Timmons ville to Florence, the POTW does not fully comply with the CWA, the SCPCA, and the requirements of NPDES Permit No. SC0025356 and, thus, as the owner and operator of the POTW, Florence, though not responsible for the current and ongoing failures in compliance, shall become responsible for the POTW’s future compliance with the CWA, the SCPCA, and NPDES Permit No. SC0025356.

22. WHEREAS, as of the Effective Date of this Consent Decree and thus the date of transfer of the PWS from Timmons ville to Florence, the PWS does not fully comply with the SC SDWA, the 2007 SDWA Consent Order, the 2007 Consent Order Amendment, and the 2011 SDWA Consent Order and, thus, as the owner and operator of the PWS, Florence, though not

responsible for the current and ongoing failures in compliance, shall become responsible for the PWS's future compliance with the SC SDWA.

23. WHEREAS, all Parties acknowledge that bringing the POTW and PWS into compliance will require significant amounts of construction over the time periods referred to herein.

24. WHEREAS, the joinder of Florence as a party to this Consent Decree pursuant to Fed. R. Civ. P. 20(a)(2)(A) is appropriate because Plaintiffs can assert their rights to relief against both Timmons ville and Florence relating to or arising out of the ownership and/or operation of the POTW and PWS, and because some questions of law or fact common to all the parties will arise in the action. In addition, as a successor and assignee of Timmons ville, Florence shall be bound by the terms of this Consent Decree pursuant to Section III (Applicability) of this Consent Decree. Florence is therefore a signatory to this Consent Decree.

25. WHEREAS, Timmons ville's and Florence's agreements to this Consent Decree are not admissions of liability, except for their consents to jurisdiction and venue as provided in Section II (Jurisdiction and Venue) of this Consent Decree, nor are they adjudications or admissions of any fact or law.

26. WHEREAS, the Parties stipulate that settlement of Plaintiffs' claims in accordance with the terms of this Consent Decree is in the public interest and have agreed to entry of this Consent Decree without trial of any issues, and the Parties hereby stipulate that, in order to resolve these claims stated in the Plaintiffs' complaint, this Consent Decree should be entered.

27. WHEREAS, the Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation between the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

NOW THEREFORE, in consideration of the recitals and violations described above and in the interest of settling all civil claims and controversies before taking any testimony and without adjudication of any fact or law, and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

II. JURISDICTION AND VENUE

28. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1345, 1355, and 1367(a); Sections 309(b) and 504(a) of the CWA, 33 U.S.C. §§ 1319(b) and 1364(a); Section 48-1-50(4) of the SCPCA, S.C. Code Ann. § 48-1-50(4); and Section 44-55-90(C) of the SC SDWA, S.C. Code Ann. § 44-55-90(C).

29. Venue is proper in the District of South Carolina pursuant to 28 U.S.C. § 1391(b) and Sections 309(b) and (e) and 504(a) of the CWA, 33 U.S.C. §§ 1319(b) and (e) and 1364(a), because it is the judicial district where Defendant is located, where a substantial part of the events or omissions giving rise to the claim occurred, and where the alleged violations occurred.

30. The United States has authority to bring this action on behalf of the Administrator of EPA (“Administrator”) under Section 506 of the CWA, 33 U.S.C. § 1366, and 28 U.S.C. §§ 516 and 519.

31. Pursuant to 33 U.S.C. § 1342(b), the State of South Carolina has been authorized to administer its NPDES program since June 10, 1975, and SCDHEC is therefore authorized to bring this action on behalf of the State of South Carolina.

32. SCDHEC is charged with implementation of the SC SDWA, S.C. Code Ann. §§ 44-55-10 to -120 (2002 & Supp. 2011) and the regulations promulgated thereunder. SCDHEC brings its SC SDWA claims under supplemental jurisdiction, pursuant to 28 U.S.C. § 1367.

33. For purposes of this Consent Decree, or any action to enforce this Consent Decree, Timmonsville and Florence consent to the Court's jurisdiction over this Consent Decree and any such action and over Timmonsville and Florence, and consent to venue in this judicial district.

34. For purposes of this Consent Decree, Timmonsville agrees that the Complaint states claims upon which relief may be granted pursuant to Section 309(b) of the Clean Water Act, 33 U.S.C. § 1319(b), and Section 44-55-90 of the SC Safe Drinking Water Act, S.C. Code Ann. § 44-55-90.

35. Notice of commencement of this action has been given to SCDHEC on behalf of the State of South Carolina pursuant to § 309(b) of the Clean Water Act, 33 U.S.C. § 1319(b).

III. APPLICABILITY

36. The obligations of this Consent Decree apply to and are binding upon the United States, SCDHEC, and Defendant and any of Defendant's successors, assigns, or other entities or persons otherwise bound by law. As a result of the Agreement to Convey Utility and Grant Franchise, the obligations of this Consent Decree upon the Effective Date shall apply to and

become binding upon Florence as the successor and assignee of Timmonsville. Even though it was not responsible in any way for the failures in compliance as discussed above and as outlined in the Complaint filed in this action, Florence hereby agrees, upon the Effective Date of this Consent Decree, to fulfill the obligations of the “Defendant” as set forth in this Consent Decree and that the terms and conditions of this Consent Decree applicable to the “Defendant” shall be applicable to and binding upon Florence. The use of the term “Defendant” in this Consent Decree in conjunction with Florence shall, in no way, be interpreted to indicate any prior noncompliance or wrongdoing by Florence.

37. No transfer of ownership or operation of the POTW or PWS, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve Defendant of its obligation to ensure that the terms of this Consent Decree are implemented. At least thirty (30) Days prior to such transfer, Defendant shall provide a copy of this Consent Decree to any such proposed transferee and shall simultaneously provide written notice of any such prospective transfer, together with a copy of the proposed written agreement, to the United States and SCDHEC in accordance with Section XVI of this Decree (Notices). Defendant shall require, as a condition of any sale or transfer, that any such purchaser or transferee agrees in writing to be bound by this Consent Decree and submit to the jurisdiction of the Court for its enforcement. Any attempt to transfer ownership or operation of the POTW or PWS without complying with this Paragraph constitutes a violation of this Consent Decree.

38. Within thirty (30) Days after the Effective Date of this Consent Decree, Defendant shall provide a copy of this Consent Decree to all officers, employees, and agents whose duties might reasonably include compliance with any substantive provision of this

Consent Decree, as well as to any contractor retained to perform work required under this Consent Decree. Defendant shall condition any such contract upon performance of the Work in conformity with the terms of this Consent Decree.

39. In any action to enforce this Consent Decree, Defendant shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

IV. OBJECTIVES

40. The Parties recognize that the POTW and the PWS, which have been operated by Timmonsville through the Effective Date of this Consent Decree, are presently in poor repair and are not in full compliance with the CWA, the SCPCA, and/or the SC SDWA. The express purpose of the Parties entering into this Consent Decree is to arrange for and facilitate Florence acquiring the POTW and PWS so that Florence can take all measures necessary to: (a) fulfill the objectives of and achieve full compliance with the CWA and the SCPCA, the regulations promulgated thereunder, and NPDES Permit No. SC0025356 for the POTW, with the goal of meeting all permitted effluent limits, complying with all pretreatment regulations, and, eliminating all sanitary sewer overflows (“SSOs”), including Building/Private Property Backups, and Prohibited Bypasses; and (b) fulfill the objectives of and achieve full compliance with the SC SDWA and the regulations promulgated thereunder. All plans, reports, construction, remedial maintenance, and other obligations in this Consent Decree, and under any amendment to this Consent Decree, shall have the objective of ensuring that Defendant complies with the CWA, the SCPCA, the SC SDWA, all applicable federal and state regulations, and the terms and conditions of Permit No. SC0025356.

V. DEFINITIONS

41. Terms used in this Consent Decree that are defined in the CWA, the SCPCA, the SC SDWA, or in regulations promulgated pursuant to the CWA, the SCPCA, or the SC SDWA, shall have the meanings assigned to them in those acts or such regulations, unless otherwise provided in this Consent Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

a. “2007 SDWA Consent Order” shall mean the SC Safe Drinking Water Act Consent Order No. 07-118-DW issued by SCDHEC against Timmonsville on August 3, 2007, and the amendment to the 2007 SDWA Consent Order, issued by SCDHEC against Timmonsville on March 11, 2010 (hereinafter “2007 SDWA Consent Order Amendment”).

b. “2011 SDWA Consent Order” shall mean the SC Safe Drinking Water Act Order No. 11-011-DW issued by SCDHEC against Timmonsville on March 10, 2011, and including the Corrective Action Plan submitted by Timmonsville to SCDHEC on April 27, 2011 and approved by SCDHEC on May 11, 2011 (hereinafter “2011 CAP”).

c. “Building/Private Property Backup” shall mean a Sanitary Sewer Overflow in the form of wastewater release or backup into a building or onto private property that is caused by blockages, flow conditions, or other malfunctions in the sanitary sewer system. A wastewater backup or release that is caused by blockages, flow conditions, or other malfunctions of a Private Lateral is not a Building/Private Property Backup for purposes of this Consent Decree.

d. “Bypass” shall have the meaning set forth at 40 C.F.R. § 122.41(m).

e. “Calendar Quarter” shall mean the three (3) month periods ending on March 31, June 30, September 30, and December 31.

f. “Calendar Year” shall mean the twelve (12) month period starting on January 1 and ending on December 31.

g. “Capacity, Management, Operations, and Maintenance” or “CMOM” shall mean, for the purpose of this Consent Decree only, a program of accepted industry practices to properly manage, operate, and maintain sanitary sewer systems, investigate capacity-constrained areas of these systems, and respond to SSO events.

h. “Certification” or “Certify,” when used in this Consent Decree, shall require Defendant(s) to comply with Paragraph 50 of this Consent Decree.

i. “City of Florence,” “Florence,” or “City” shall mean the City of Florence, South Carolina, including all of its departments, agencies, instrumentalities, and any successor thereto.

j. “Complaint” shall mean the complaint filed by the United States and SCDHEC in this action.

k. “Consent Decree” or “Decree” shall mean this Decree and all appendices attached hereto and listed in Section XXIII of this Consent Decree (Integration). In the event of a conflict between this document and any appendix, this document shall control.

l. “CWA” shall mean the Clean Water Act, as amended, 33 U.S.C. §§ 1251 *et seq.*

m. “Date of Entry” shall mean the date on which this Consent Decree is entered by the United States District Court for the District of South Carolina

n. “Date of Lodging” shall mean the date on which this Consent Decree is lodged with the Clerk of the Court for the United States District Court for the District of South Carolina.

o. “Day” (whether or not capitalized) shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day.

p. “Defendant” shall mean the Town of Timmonsville, South Carolina, including all of its departments, agencies, instrumentalities, and any successor and assign thereto. In accordance with Paragraph 36 and the Agreement to Convey Utility and Grant Franchise, Florence, to which the ultimate transfer of the POTW and PWS is anticipated, shall assume the obligations of “Defendant” for the purposes of this Consent Decree, upon completion of the transfer.

q. “Deliverable” shall mean any written document required to be prepared and/or submitted by or on behalf of Defendant pursuant to this Consent Decree.

r. “EPA” shall mean the United States Environmental Protection Agency and any of its successor departments or agencies.

s. “Effective Date” shall have the definition provided in Section XVII (Effective Date) of this Consent Decree;

t. “Force Main” shall mean any pipe that receives and conveys, under pressure, wastewater from the discharge side of a pump. A Force Main is intended to convey wastewater under pressure.

u. “Gravity Sewer Line” shall mean a pipe that receives, contains and conveys wastewater not normally under pressure, but is intended to flow unassisted under the influence of gravity. Gravity sewers are typically not intended to flow full under normal operating conditions.

v. “Gravity Sewer Main System” shall mean all of the Gravity Sewer Lines owned and operated by Defendant.

w. “Holding Pond” shall mean the unlined holding pond located adjacent to the Timmonsville WWTP, which has a capacity of approximately 43 million gallons.²

x. “Infiltration,” as defined by 40 C.F.R. § 35.2005(b)(20), shall mean water other than wastewater that enters a sewer system (including sewer service connections and foundation drains) from the ground through such means as defective pipes, pipe joints, connections, or manholes.

y. “Inflow,” as defined by 40 C.F.R. § 35.2005(b)(21), shall mean water other than wastewater that enters a sewer system (including sewer service connections) from sources such as, but not limited to, roof leaders, cellar drains, yard drains, area drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary sewers, catch basins, cooling towers, storm water, surface runoff, street wash waters, or drainage.

z. “I/I” shall mean the total quantity of water from Infiltration and Inflow without distinguishing the source(s).

aa. “March 19, 2013 SCDHEC Sanitary Survey” shall mean sanitary survey of the PWS conducted by SCDHEC on March 19, 2013, and transmitted to the Town on April 11, 2013.

bb. “Month” shall mean one calendar month running from the numbered day to the same numbered day of the following calendar month, regardless of whether the particular

² Prior to July 10, 2008, the holding pond was a permitted part of the Timmonsville WWTP and served as a storage lagoon. As used herein, “holding pond” refers to the unlined, unpermitted pond located adjacent to the Timmonsville WWTP. As used herein, “storage lagoon” refers to the same pond, but as part of the permitted WWTP.

month has 28, 29, 30, or 31 days. In the case where a triggered event would occur on a day of the month which does not exist (*e.g.*, February 30), then the event shall be due on the first (1st) day of the following month (*e.g.*, March 1).

cc. “NPDES” shall mean National Pollutant Discharge Elimination System, as established by 33 U.S.C. § 1342.

dd. “Paragraph” shall mean a portion of this Consent Decree identified by an Arabic numeral.

ee. “Parties” shall mean the United States, SCDHEC, Timmonsville, and Florence.

ff. “Permit No. SC0025356” or “NPDES Permit” shall mean NPDES Permit No. SC0025356 issued to Timmonsville pursuant to Section 402 of the Clean Water Act, 33 U.S.C. § 1342, for the POTW, and any future extended, modified, or reissued permit.

gg. “POTW Treatment Plant” or “WWTP” shall mean that portion of the Timmonsville POTW located at 706 South Hill Street, Timmonsville, South Carolina, which is designed to provide treatment of municipal sewage and industrial waste and all components of such treatment facility.

hh. “Private Lateral” shall mean that portion of the Sanitary Sewer System, not owned by Defendant, used to convey wastewater from a building or buildings to that portion of the Sanitary Sewer System owned by Defendant.

ii. “Prohibited Bypass” shall mean the intentional diversion of waste streams from any portion of a treatment facility which is prohibited pursuant to the terms set forth at 40 C.F.R. § 122.41(m).

jj. “Public Water System” or “PWS” shall mean PWS No. 2110005, which serves the customers of the Town of Timmons ville in Florence County, South Carolina.

kk. “Publicly Owned Treatment Works” or “POTW” shall mean the treatment works in Timmons ville, Florence County, South Carolina, which includes the Timmons ville POTW Treatment Plant and separate Sanitary Sewer System, regulated pursuant to the NPDES Permit and under the CWA.

ll. “Pumping Station” shall mean facilities comprised of pumps which lift wastewater to a higher hydraulic elevation, including all related electrical, mechanical, and structural systems necessary to the operation of that pumping station.

mm. “Sanitary Sewer Overflow” or “SSO” shall mean an overflow, spill, diversion, or release of wastewater from or caused by the SSS. This term shall include: (i) discharges to waters of the State or United States from the SSS; and (ii) any release of wastewater from the SSS to public or private property that does not reach waters of the United States or the State, including Building/Private Property Backups.

nn. “Sanitary Sewer System” or “SSS” shall mean the municipal sanitary wastewater collection and transmission systems, including all pipes, force mains, gravity sewer lines, lift stations, pumping stations, manholes and appurtenances thereto conveying wastewater to the WWTP, which are part of the POTW.

oo. “SCDHEC” shall mean the State of South Carolina’s Department of Health and Environmental Control and any of its successor departments or agencies.

pp. “SCPCA” shall mean the State of South Carolina’s Pollution Control Act, S.C. Code Ann. §§ 48-1-50 to -350, as amended.

qq. “SC SDWA” shall mean the State of South Carolina’s State Safe Drinking Water Act, S.C. Code Ann. §§ 44-55-10 to -120, as amended.

rr. “Section” shall mean a portion of this Consent Decree identified by a Roman numeral.

ss. “September 27, 2012 SCDHEC Sanitary Survey” shall mean sanitary survey of the PWS conducted by SCDHEC on September 27, 2012, and transmitted to the Town on October 9, 2012.

tt. “State” shall mean the State of South Carolina, including all its departments, agencies, and instrumentalities, and any successor departments, agencies, and instrumentalities.

uu. “Subparagraph” shall mean a portion of a paragraph identified by lowercase letters.

vv. “Timely,” when applied to the submittal of a Deliverable, shall mean submitted no later than the deadline established in this Consent Decree (or in a document approved pursuant to this Consent Decree) and containing all of the elements pertaining to the submittal as set forth in this Consent Decree (or in a document approved pursuant to this Consent Decree). “Timely,” when applied to the implementation of any Work, shall mean implemented no later than the deadline established in this Consent Decree (or in a document approved pursuant to this Consent Decree) and in accordance with the elements pertaining to such Work as set forth in this Consent Decree (or in a document approved pursuant to this Consent Decree).

ww. “Town of Timmons ville,” “Timmons ville,” or “Town” shall mean the Town of Timmons ville, South Carolina, including all of its departments, agencies, instrumentalities, and any successor thereto.

xx. “United States” shall mean the United States of America, acting on behalf of the EPA, including all its departments, agencies, and instrumentalities, and any successor departments, agencies, and instrumentalities.

yy. “Work” shall mean all activities Defendant is required to perform under this Consent Decree.

VI. REVIEW, APPROVAL, AND IMPLEMENTATION OF DELIVERABLES

42. This Section applies to all Deliverables required under this Consent Decree.

43. EPA Action on Deliverables. After review of any Deliverable that is required to be submitted pursuant to this Consent Decree, the EPA, after consultation with SCDHEC, shall in writing:

- a. approve the submission;
- b. approve the submission upon specified conditions;
- c. approve part of the submission and disapprove the remainder; or
- d. disapprove the submission.

44. Approved Deliverables. If the submission is approved pursuant to Subparagraph 43(a), Defendant shall take all actions required by Deliverable in accordance with the schedules and requirements of the Deliverable as approved. If the submission is conditionally approved or approved only in part, pursuant to Subparagraphs 43(b) or 43(c), Defendant shall, upon written direction from the EPA, after consultation with SCDHEC, take all actions required by the approved plan, report, or other item that the EPA, after consultation with SCDHEC, determines are technically severable from any disapproved portions, subject to Defendant’s right to dispute only the specified conditions or the disapproved portions under Section XII of this Decree

(Dispute Resolution). Following EPA approval of any Deliverable or portion thereof, such Deliverable or portion thereof so approved shall be incorporated into and become enforceable under this Consent Decree.

45. Disapproved Deliverables. If the submission is disapproved in whole or in part pursuant to Subparagraphs 43(c) or 43(d), subject to Defendant's right to dispute only the specified conditions or the disapproved portions under Section XII of this Consent Decree (Dispute Resolution), Defendant shall, within forty-five (45) Days or such other time as the Parties agree to in writing, correct all deficiencies and resubmit to the EPA the Deliverable, or disapproved portion thereof, for approval, in accordance with the Paragraphs 43 and 44. If the resubmission is approved in whole or in part, Defendant shall proceed in accordance with the Paragraph 44.

46. Stipulated Penalties Accruing. Subject to Defendant's right to dispute only the specified conditions or the disapproved portions under Section XII of this Consent Decree (Dispute Resolution), any stipulated penalties applicable to the original Deliverable, as provided in Section X of this Consent Decree (Stipulated Penalties), shall accrue during the forty-five (45)-Day period or other specified period, but shall not be payable unless the resubmission is untimely or is disapproved in whole or in part; provided that, if the original submission was so deficient as to constitute a material breach of Defendant's obligations under this Consent Decree, the stipulated penalties applicable to the original submission shall be due and payable notwithstanding any subsequent resubmission.

47. Resubmitted Deliverable. If a resubmitted Deliverable, or portion thereof, is disapproved in whole or in part, the EPA, after consultation with SCDHEC, may again require

Defendant to correct any deficiencies, in accordance with Paragraph 45, or may itself/themselves correct any deficiencies, subject to Defendant's right to invoke Dispute Resolution pursuant to Section XII of this Consent Decree (Dispute Resolution) and the right of the EPA and SCDHEC to seek stipulated penalties as provided in the Paragraph 46. Upon the EPA's correction of any deficiencies, such resubmitted Deliverable or portion thereof shall be incorporated into and become enforceable under this Consent Decree and shall be implemented by Defendant according to the approved schedule, subject to Defendant's right to invoke Dispute Resolution pursuant to Section XII of this Consent Decree (Dispute Resolution).

48. Timing of Review of Deliverables. The EPA and SCDHEC agree to use best efforts to expeditiously review and comment on all Deliverables required pursuant to this Consent Decree. If the EPA issues written comments and decisions on any Deliverable more than sixty (60) Days after receipt of such submission, any subsequent deadline or milestone that is dependent upon such comments or decisions shall be extended. The length of the extension shall be determined by calculating the number of Days between the EPA's receipt of the submission and the date of the EPA's written response, less sixty (60) Days. Within thirty (30) Days of the date that Defendant knows or should know of a deadline or milestone that Defendant believes is extended under this Paragraph, Defendant shall inform the EPA, in writing, of its belief and the amount of time Defendant believes the deadlines or milestones are extended. If the EPA disagrees with Defendant's determination that a deadline is dependent upon such comments or decisions, the EPA shall inform Defendant in writing. Defendant may dispute the EPA's conclusion regarding whether a deadline is dependent upon such comments or decisions pursuant to Section XII of this Consent Decree (Dispute Resolution).

49. The Parties recognize that Defendant may need or want to revise certain Deliverables submitted pursuant to this Consent Decree during the term of this Consent Decree. Such revisions shall not be considered modifications to the Consent Decree for purposes of Section XIX of this Consent Decree (Modification). Defendant must obtain the EPA's prior written approval of any revision to the substance of any Deliverable submitted pursuant to this Consent Decree. Defendant may revise the form of any Deliverable submitted pursuant to this Consent Decree without consulting the EPA. Defendant shall provide copies of any such revised Deliverable to the EPA and SCDHEC within seven (7) Days after making such revision.

50. Certification. In all Deliverables, notices, documents, or reports required to be submitted to the United States and SCDHEC pursuant to this Consent Decree, Defendant shall, by a senior management official, sign and certify such Deliverables, notices, documents, or reports as follows:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

This Certification requirement does not apply to emergency or similar notifications where compliance would be impractical.

VII. COMPLIANCE REQUIREMENTS

51. Defendant shall comply with the Clean Water Act, the regulations promulgated thereunder, the SCPCA and the regulations promulgated thereunder, the SC SDWA and the regulations promulgated thereunder, and the NPDES Permit with respect to the POTW.

52. Pursuant to the authorities of Sections 309(a) and 504(a) of the CWA, 33 U.S.C. §§ 1319(a) and 1364(a); Section 48-1-50(4) of the SCPCA, S.C. Code Ann. § 48-1-50(4), and Section 44-55-90 of the SC SDWA, S.C. Code Ann. § 44-55-90, Defendant hereby consents to the performance of the Work to be performed as described in Section VIII of this Consent Decree.

VIII. WORK TO BE PERFORMED

53. Repair and Rehabilitation of WWTP Sand Filters. Within three-hundred sixty-five (365) Days after the transfer of ownership of the POTW, pursuant to Paragraph 20, Defendant shall submit Certification to the EPA and SCDHEC that Defendant has completed removal and appropriate disposal of the filter media from Sand Filters Nos. 1 through 5 at Defendant's WWTP and replaced such filter media with new media to comply with sand filter specifications and/or operations and maintenance ("O&M") requirements. In recognition of the present environmental conditions caused by the failure of the Sand Filters and the bypass pumping that will be required to be continued until the repair and rehabilitation of the Sand Filters has been completed, Defendant agrees to utilize its emergency procurement procedures, as outlined in the City of Florence's "Purchasing and Contracting Policies and Procedures Manual,"³ and to execute the requirements of this Paragraph as expeditiously as possible.

³ Available at [http://www.cityofflorence.com/docs/documents-financial-administration/city-of-florence-purchasing-and-contracting-procedures-manual-\(pdf\).pdf?sfvrsn=0](http://www.cityofflorence.com/docs/documents-financial-administration/city-of-florence-purchasing-and-contracting-procedures-manual-(pdf).pdf?sfvrsn=0).

54. Short-Term Management of the Holding Pond at Defendant's WWTP.

a. Defendant shall, within sixty (60) Days after the Certification of completion of repair and rehabilitation of the WWTP Sand Filters, as required by Paragraph 53, submit Certification to the EPA and SCDHEC that Defendant has drawn down the water level in the Holding Pond to attain twelve (12) vertical inches of freeboard in the Holding Pond, as measured from the lowest point of the top of the Holding Pond dike.

b. Defendant shall, within ninety (90) Days after the Certification of completion of repair and rehabilitation of the WWTP Sand Filters, as required by Paragraph 53, submit Certification to the EPA and SCDHEC that Defendant has drawn down the water level in the Holding Pond to attain twenty-four (24) vertical inches of freeboard in the Holding Pond, as measured from the lowest point of the top of the Holding Pond dike. If any contents of the Holding Pond are discharged through the WWTP to meet these requirements, then the pollutant loading shall be contributed at the headworks of the WWTP and shall be at a rate that will not cause or contribute to interference or pass-through as those terms are defined in 40 C.F.R. § 403.3.

55. Repair of Existing Collapsed Sewer Lines. Within one-hundred twenty (120) Days after the transfer of ownership of the POTW, pursuant to Paragraph 20, Defendant shall repair the three (3) known, existing collapsed sewer lines within Defendant's SSS at the intersections of East Market and Foxworth Streets, Tanyard and Byrd Streets, and Keith and Orange Streets. Until such time that the repairs of the three (3) known existing collapsed sewer lines are complete, Defendant shall continue to operate the temporary pumps at the locations of the three (3) known, existing collapsed sewer lines, including keeping such pumps full of necessary fuel.

56. Repair Pump Stations. Within one-hundred eighty (180) Days after the Effective Date of this Consent Decree, Defendant shall submit certification to the EPA and SCDHEC that Defendant has obtained and installed two (2) properly-sized pumps and appurtenant equipment at any of those Pump Stations within Defendant's SSS where two properly-sized, functional and operational pumps were lacking as of the Date of Lodging of this Consent Decree.

57. Comprehensive Performance Evaluation and Comprehensive Correction Plan.

a. Comprehensive Performance Evaluation ("CPE"). Within twelve (12) months after the Effective Date of this Consent Decree, Defendant shall prepare and submit a CPE for the WWTP, including a schedule of implementation, to EPA and SCDHEC for review and approval.

(i) The purpose of this CPE is to identify any flow and/or loading rate restricted treatment process unit(s) at the WWTP that limit the WWTP's ability to comply with permit requirements. The CPE shall also evaluate the cause of any effluent limit violation occurring at the WWTP since transfer of ownership of the POTW, pursuant to Paragraph 20.

(ii) The CPE shall include an in-depth diagnostic evaluation of the capacity and operation of the WWTP in terms of its ability to meet all terms of the Permit. The CPE shall employ flow modeling and/or other appropriate techniques to evaluate WWTP operations. The CPE shall also identify the flow that the WWTP may take without experiencing a Prohibited Bypass. The CPE shall establish procedures that Defendant will use to prepare a Comprehensive Correction Plan ("CCP"), as set forth below, based on the results of the CPE. Defendant shall propose, as part of its CPE, a schedule for submission of a CCP for the WWTP, provided, that such schedule shall not exceed six (6) Months after EPA approval of the CPE. To

the extent applicable, the CPE shall be consistent with the EPA publications “Improving POTW Performance Using the Composite Correction Approach,” EPA CERL, October 1984, and “Retrofitting POTWs,” EPA CERL, July 1989.

b. Composite Correction Plan (“CCP”). Within six (6) Months after EPA and SCDHEC review and approval of the CPE, Defendant shall prepare and submit to EPA and SCDHEC for review and approval a CCP for the WWTP. The purpose of the CCP is to identify specific remedial actions with schedules, including capital improvements and other upgrades to the WWTP, to address the problems identified in the CPE.

(i) The CCP shall include specific Type 1 and Type 2 remedial actions (as those terms are used in the EPA publications “Improving POTW Performance Using the Composite Correction Approach,” EPA CERL, October 1984, and “Retrofitting POTWs,” EPA CERL, July 1989).

(ii) The Type 1 and 2 remedial actions shall be designed towards the goal of achieving Permit compliance, including compliance with effluent limits, and eliminating factors which limit or which could limit the WWTP’s operating efficiency.

(iii) The CCP shall include an expeditious implementation and completion schedule for such Type 1 and 2 remedial actions.

(iv) The CCP shall also include a plan for any possible specific long term upgrades to the WWTP, including capital improvements and Type 3 remedial actions (as that term is used in the EPA publications “Improving POTW Performance Using the Composite Correction Approach,” EPA CERL, October 1984, and “Retrofitting POTWs,” EPA CERL, July 1989), to achieve Permit compliance.

(v) To the extent applicable, the CCP shall be consistent with the EPA publications “Improving POTW Performance Using the Composite Correction Approach,” EPA CERI, October 1984, and “Retrofitting POTWs,” EPA CERI, July 1989.

58. Operations and Maintenance Programs. Defendant shall amend its existing Capacity, Management, Operations, and Maintenance (CMOM) programs pursuant to Subparagraphs 58(a) through 58(c) below.

a. Sanitary Sewer Overflow Response Plan (“SORP”). Within six (6) Months after the Effective Date of this Consent Decree, Defendant shall submit a SORP to the EPA and SCDHEC for review, comment, and approval. The SORP shall be a reference for Defendant’s personnel, and serve to consolidate and update Defendant’s current written policies and procedures for: providing timely and effective methods and means of responding to, cleaning up, and/or minimizing the impact of SSOs; timely reporting of the pertinent information of SSOs to the appropriate regulatory agencies; and notifications to the potentially impacted public.

(i) The SORP shall provide Defendant’s personnel a series of standard operating procedures with step-wise instructions for how to:

A. Report to SCDHEC the location of any SSO of 500 gallons or more by street address or any other appropriate method (i.e., latitude-longitude) within twenty-four (24) hours from the time Defendant becomes aware of the circumstances, in accordance with then-current laws, regulations and policies, and consistent with Defendant’s NPDES Permit;

B. Provide written reporting to SCDHEC in accordance with then-current laws, regulations and policies, and consistent with Defendant’s NPDES Permit;

C. In accordance with then-current laws, regulations and policies, and consistent with Defendant’s NPDES Permit, maintain records including all written reports to

SCDHEC; maintain records documenting steps that have been and will be taken to prevent the SSO from recurring, including work order records associated with investigation and repair activities; and maintain a list of complaints from customers or others with the reported details regarding individual SSOs and their responses that can be used for trend analysis;

D. In accordance with then-current laws, regulations and policies, and consistent with Defendant's NPDES Permit, provide notice to the public of SSOs through the local news media or other means, including, as appropriate, signs or barricades to restrict access;

E. Estimate the volume of untreated wastewater released by a SSO, and to minimize the volume released;

F. Take emergency procedures for specific pump stations, install bypass/ pump-around strategies, and other means to prevent the exceedance of a pump station's storage capacity (i.e., maximum volume of sewage that can be stored in the event of a pump station failure or repair without causing a SSO and the time during which sewage can be stored before a SSO will occur);

G. Determine when additional storage or a pump-around strategy will be needed in the event that a repair may cause or lengthen the time of a SSO; and

H. Respond to any building backups determined to be directly caused by conditions in Defendant's Gravity Sewer Main System, including the methods for communicating with customers about how to report building backups and how to obtain clean-up, and including the timeframe for marshalling resources to correct or repair the condition causing or contributing to the building backup.

(ii) The SORP shall specify the procedures and frequencies necessary to provide adequate training for Defendant's employees, contractors, and personnel of other

affected agencies required to effectively implement the SORP and its standard operating procedures.

b. Major Pump Stations' Power Loss Evaluation ("MPS-PLE"). Within twelve (12) Months after the Effective Date of this Consent Decree, Defendant shall submit a MPS-PLE to the EPA and SCDHEC for review, comment, and approval. The MPS-PLE shall include an evaluation of the adequacy of Defendant's current backup power supplies and emergency procedures for preventing power outages at major pump stations. "Major pump stations" as defined in this Subparagraph shall mean Two Mile Creek (i.e., Williamson Road), Police Cabin (i.e., High Hill Creek), Steel Road, Middle Swamp, and any other pump stations that may be so designated by Florence.

(i) The criteria used in the evaluation shall, at minimum, consider the following:

A. An adequate alternative power source must have sufficient capability to operate the station at its rated capacity, as well as operate all ancillary equipment and instrumentation;

B. Adequate emergency pumping capability is the ability to rapidly connect a portable pump to the pump station with the capability to handle that station's peak flows. This includes providing "quick-connect" couplers for both pump suction and discharge;

C. Corrective action for a power outage must occur within the critical response time calculated for each pump station which is necessary to prevent a SSO; and

D. Sufficiency of the current inventory of portable pumps, and history of SSOs related to emergency equipment failures, power outages, and lightning strikes during the five (5) years prior to the Effective Date of this Consent Decree.

(ii) The MPS-PLE submitted to the EPA and DHEC shall, for each major pump station:

A. Provide detailed information about the current backup power, emergency pumping capability, and emergency procedures, and any deficiencies in meeting the calculated critical response time presented in minutes;

B. Describe any equipment in place to protect against lightning strikes, and any deficiency;

C. Identify the corrective measures necessary for each identified deficiency; and,

D. Include an expeditious schedule to implement the identified corrective measures; provided, however, that such schedule shall not extend beyond twenty-four (24) Months after the Effective Date of this Consent Decree. The schedule shall include, but is not limited to, equipping the Two Mile Creek and Middle Swamp pump stations with permanently installed generators that are wired to autonomously supply uninterrupted backup power.

c. Gravity Sewer Mains Preventative Maintenance Program (“GSM-PMP”).

Within twenty-four (24) Months of the Effective Date of this Consent Decree, Defendant shall submit a GSM-PMP for EPA and SCDHEC review, comment, and approval. The objective of this program shall be to establish a prioritized strategy for the routine inspection of the entire Gravity Sewer Main System, and to establish written standard operating procedures which will act to prevent the sources of blockages in Gravity Sewer Lines. Defendant’s GSM-PMP shall establish appropriate inspection and cleaning rates for the Gravity Sewer Main System which are

consistent with the EPA's guidance, "Collection Systems O&M Fact Sheet: Sewer Cleaning and Inspection" (EPA 832-F-99-031, September 1999).

(i) The GSM-PMP shall include the following sub-programs: a Gravity Line Inspection Program, a Routine Cleaning Program, and a Root Control Program.

(ii) Each sub-program of the GSM-PMP shall include, but is not limited to, the following components: detailed guidance for personnel responsible for the activities; detailed guidance in the proper use of specific equipment; a calendar and map of the preventive maintenance schedules for specified areas of the gravity main system; standard forms, routes, reporting procedures, and safety procedures for use in the program; and procedures for maintaining and trending the data collected during the activities.

59. Whole Effluent Toxicity. Defendant shall take action pursuant to Subparagraphs 59(a) through 59(e) below with the objective of determining the source(s) of any continuing toxicity and reducing any such toxicity of the WWTP effluent in order to maintain compliance with the whole effluent toxicity ("WET") limits of the NPDES Permit.

a. Accelerated Chronic WET Testing. Beginning the first full month after the Certification of completion of repair and rehabilitation of the WWTP Sand Filters, as required by Paragraph 53, Defendant shall conduct a series of six (6) multi-concentration chronic WET tests using *Ceriodaphnia dubia*, with one test to be performed each Month for six (6) Months to evaluate compliance with the WET limits. Unless the EPA and SCDHEC direct Defendant to act otherwise, Defendant may resume the chronic WET testing prescribed in the NPDES Permit upon completion of this series.

b. Toxicity Reduction Evaluation ("TRE"). If the EPA and SCDHEC determine that a TRE is warranted for the WWTP within ninety (based upon the results being

reported for the accelerated chronic testing in Subparagraph 59(a), then within sixty (60) Days after the EPA so notifies Defendant, Defendant shall submit to the EPA and SCDHEC for review and comment a TRE plan and schedule designed to: identify the cause of the WET violations; isolate the source(s) of toxicity; evaluate the effectiveness of toxicity control options; implement the selected control option(s); and confirm the reduction in effluent toxicity. The TRE plan shall be consistent with the procedures and protocols in “Toxicity Reduction Evaluation Guidance for Municipal Wastewater Treatment Plants,” (hereinafter “TRE Guidance”) or the most current edition (EPA/833B-99/002, available at <http://www.epa.gov/npdes/pubs/tre.pdf>). Upon receipt of EPA and SCDHEC comments, Defendant shall begin implementation of the TRE plan with such comments incorporated, and submit a revised final TRE plan to the EPA and SCDHEC within thirty (30) Days.

c. TRE Confirmation Tests. If required to conduct a TRE pursuant to Subparagraph 59(b), then, after completion of the TRE, Defendant shall conduct a series of six (6) multi-concentration chronic WET tests using *Ceriodaphnia dubia*, one test to be performed each Month for six (6) Months to confirm compliance with the WET conditions of the NPDES Permit. If these six (6) confirmation tests do not exhibit toxicity and are in compliance with the NPDES Permit, then Defendant can cease confirmation testing and resume the WET testing frequency prescribed in the NPDES Permit. If one or more of the confirmation tests do exhibit toxicity and therefore are not in compliance with the NPDES Permit, then Defendant shall update the TRE plan, continue the TRE, and subsequently repeat the confirmation testing until such time as six (6) multi-concentration chronic WET tests using *Ceriodaphnia dubia*, performed once a Month for six (6) Months, are obtained which identify no toxicity and compliance with the WET conditions in the NPDES Permit.

d. Multi-concentration Chronic WET Tests. All multi-concentration chronic WET tests required under this Paragraph shall be conducted in compliance with the “Short-term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms,” EPA-821-R-02-013 (Oct. 2002), or the most current edition; and 40 C.F.R. § 136.3 Table IA; and shall consist of a control and the following dilutions: 6.25%, 12.5%, 25%, 50%, and 100%.

e. WET Progress Reports. Defendant shall submit WET Progress Reports to the EPA and SCDHEC that describe Defendant’s progress in complying with the terms of this Paragraph. WET Progress Reports shall be included in Defendant’s Quarterly Report required pursuant to Subparagraph 62(b) of this Consent Decree, and shall include, at a minimum:

(i) Copies of all analytical results for WET tests conducted in the previous Calendar Quarter, including the information specified in Appendix A;

(ii) Any explanations for WET tests that were not conducted as required in the previous Calendar Quarter; and,

(iii) If a TRE is performed, then a written report detailing the activities conducted as part of the TRE since the last Calendar Quarter; any conclusions that have been deducted based on those activities; and next steps that will be conducted in the following Calendar Quarter. If any adjustments need to be made to the schedule of the TRE based on the results of the previous Calendar Quarter’s activities, then that information shall be provided in the Quarterly Report as well, as long as it is within the original overall completion timeline.

60. Local Limits Headworks Analysis and Evaluation Report. Within one-hundred twenty (120) Days after repair and rehabilitation of the WWTP Sand Filters, as required by Paragraph 53 of this Consent Decree, Defendant shall re-calculate a headworks evaluation to

reflect current conditions for the POTW and submit an Evaluation Report containing all of the elements required by Part III.D.3 of the NPDES Permit to the EPA and SCDHEC for review and approval. Pollutants of concern identified for the POTW and the associated local limits proposed for such pollutants of concern in the Evaluation Report must be developed pursuant to the EPA's "Local Limits Development Guidance" (EPA 833-R-04-002 A/B, July 2004). The pollutants of concern, headworks loadings, removal efficiencies, and inhibition values used to determine the proposed local limits shall be based on data obtained by current monitoring of the WWTP and SSS. In the event that the collected monitoring data is not adequate, an explanation of the inadequacy and the alternative used shall be provided in the Evaluation Report.

61. SDWA Corrective Action Plan. Within sixty (60) Days after the Effective Date of this Consent Decree, Defendant shall submit a revised corrective action plan ("CAP") to SCDHEC for review and approval. The CAP shall address all of the deficiencies documented in: the 2007 SDWA Consent Order (and 2010 Amendment); the 2011 SDWA Consent Order, including the 2011 CAP; and the September 27, 2012 SCDHEC Sanitary Survey. The CAP shall include an expeditious implementation and completion schedule for such corrective actions not extending past twenty-four (24) Months after SCDHEC approval of the revised CAP. Defendant shall comply with the approved CAP by correcting the identified deficiencies according to the schedule contained therein.

IX. REPORTING REQUIREMENTS

62. Emergency Notification. In accordance with then-current laws, regulations and policies, and consistent with Defendant's NPDES Permit, Defendant shall give oral notification to SCDHEC of any SSO of 500 gallons or more or of any Prohibited Bypass from the POTW

within twenty-four (24) hours from the time Defendant becomes aware the circumstances. In addition, Defendant shall submit a written report of any such SSO of 500 gallons or more or any Prohibited Bypass to SCDHEC within five (5) Days of the time Defendant becomes aware of the circumstances, in accordance with then-current laws, regulations and policies, and consistent with Defendant's NPDES Permit. Each notification or report made pursuant to this Paragraph shall include, at a minimum, the following information: (i) a description of the noncompliance and its cause; (ii) the period of noncompliance, including exact dates and times; and (iii) if the noncompliance has not been corrected, the anticipated time it is expected to continue and steps taken or planned to reduce, eliminate and prevent recurrence of the noncompliance.

63. Quarterly Reports. Beginning twenty-eight (28) Days after the first (1st) full three (3) Month period following the Effective Date of this Consent Decree, and twenty-eight (28) Days after each subsequent three (3) Month period thereafter until one year after the Effective Date of this Consent Decree, and then semi-annually thereafter until termination of this Consent Decree pursuant to Section XX (Termination), Defendant shall submit to the EPA and SCDHEC for review and comment a Quarterly Report by email and certified mail, return receipt requested. The Quarterly Report shall include, at a minimum:

- a. a description of all projects and activities conducted during the most recently completed Calendar Quarter to comply with the requirements of this Consent Decree;
- b. a WET Progress Report, pursuant to Subparagraph 59(e) above;
- c. a status report on pending revisions to the significant industrial user permit for Honda. A copy of the revised permit shall be included no later than the second Quarter Report after the Effective Date of this Consent Decree;

d. an assessment of the effectiveness of actions taken to prevent SSOs and Prohibited Bypasses;

e. a list of all SSOs and Prohibited Bypasses that occurred during the Calendar Quarter. The list shall include: date and time, location (including pump station names, as appropriate), ultimate destination, estimated volume, and the specific cause;

f. a description of Defendant's plan to address and prevent each listed SSO and each Prohibited Bypass from reoccurring in the future; and

g. a description of any non-compliance with the requirements of this Consent Decree and an explanation of the violations likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If Defendant violates, or has reason to believe that it may violate, any requirement of this Consent Decree, Defendant shall notify the EPA and SCDHEC of such violation and its likely duration, in writing, within ten (10) working Days of the Day Defendant first becomes aware of the violation, with an explanation of the violations likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained at the time the report is due, Defendant shall so state in the Quarterly Report. Defendant shall investigate the cause of the violation and shall then submit an amendment to the Quarterly Report, including a full explanation of the cause of the violation, within thirty (30) Days of the Day Defendant becomes aware of the cause of the violation. Nothing in this Paragraph or Paragraph 64 relieves Defendant of its obligation to provide the notice required by Section XI of this Consent Decree (Force Majeure).

64. Annual Reports. Beginning sixty (60) Days after the first (1st) full twelve (12)-Month period following the Effective Date of this Consent Decree, and sixty (60) Days after

each subsequent twelve (12)-Month period until Termination of this Consent Decree pursuant to Section XX (Termination), Defendant shall submit to the EPA and SCDHEC for review and approval an Annual Report . Each Annual Report shall cover the most recent applicable twelve (12)-Month period and shall contain a summary of the CMOM Programs implemented pursuant to Paragraph 58 of this Consent Decree, including a comparison of actual performance with any performance measures that have been established. The Annual Report shall also contain a summary of each remedial measure and capital project implemented pursuant to this Consent Decree, including a description of Defendant's compliance with the requirements of Section VIII (Work to be Performed) of this Consent Decree.

65. Except as otherwise provided herein or in any approved Deliverable, whenever any violation of this Consent Decree, or of any applicable permits, or any other event affecting Defendant's performance under this Consent Decree, or the performance of the POTW and/or the PWS, may pose an immediate threat to the public health or welfare or the environment, Defendant shall notify the EPA and SCDHEC orally or by electronic or facsimile transmission as soon as possible, but no later than twenty-four (24) hours after Defendant first knew of the violation or event. This procedure is in addition to the requirements set forth in the Paragraph 62.

66. Monthly Status Updates. Defendant shall participate in status update meetings and/or conference calls with representatives of the EPA and SCDHEC no less frequently than monthly, unless otherwise approved by the EPA and SCDHEC. Such monthly status update meetings shall continue through completion of the Work, unless otherwise approved by the EPA and SCDHEC.

67. All reports shall be submitted to the persons designated in Section XVI of this Consent Decree (Notices).

68. The reporting requirements of this Consent Decree do not relieve Defendant of any reporting obligations required by the Clean Water Act, the SC Safe Drinking Water Act, or their implementing regulations, or by any other federal, State, or local law, regulation, permit, or other requirement.

69. Notification to the EPA or SCDHEC pursuant to this Section of an anticipated delay shall not by itself excuse the delay or otherwise satisfy the notification requirements set forth in Section XI of this Consent Decree (Force Majeure).

70. Any information provided pursuant to this Consent Decree may be used by the United States in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

X. STIPULATED PENALTIES

71. Defendant shall be liable to the United States and SCDHEC for stipulated penalties as specified below, unless excused under Section XI of this Consent Decree (Force Majeure).

72. A violation includes failing to perform any obligation required by the terms of this Consent Decree, including any work plan or schedule approved under this Consent Decree, according to all applicable requirements of this Consent Decree and within the specified time schedules established by or approved under this Consent Decree.

73. Noncompliance for Deliverables. Stipulated penalties shall accrue per violation per Day for failure to Timely submit a Deliverable in accordance with the requirements of this Consent Decree:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$250.00	1 st through 30 th Day
\$500.00	31 st through the 60 th Day
\$1,000.00	61 st Day and Beyond

74. SSOs Reaching Waters of the United States and Prohibited Bypasses.

a. For each SSO reaching waters of the United States and for each Prohibited Bypass occurring from one (1) year after the Effective Date of this Consent Decree to two (2) years after the Effective Date of the this Consent Decree, a stipulated penalty of \$250 per SSO and \$250 per Prohibited Bypass may be assessed. For each SSO reaching waters of the United States and for each Prohibited Bypass occurring on or after the second year after the Effective Date, a stipulated penalty of \$500 per SSO and \$500 per Prohibited Bypass may be assessed.

b. Notwithstanding the foregoing Subparagraph 74.a, Defendant shall not be liable for such a stipulated penalty for an SSO reaching waters of the United States or Prohibited Bypass if all of the following conditions are met: (i) Defendant stopped such SSO or Prohibited Bypass as soon as reasonably practicable; (ii) Defendant is in full compliance with and is fully implementing the schedules and other requirements set forth pursuant to Sections VII, VIII, and IX of this Consent Decree; and (iii) Defendant has demonstrated its full compliance will all reporting requirements for such SSOs and/or Prohibited Bypasses, including, but not limited to, those set forth in Paragraphs 62 and 63.

75. The stipulated penalties under this Section shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

76. Defendant shall pay stipulated penalties to the United States and SCDHEC within thirty (30) Days of receiving a written demand by either Plaintiff. Defendant shall pay fifty (50) percent of the total stipulated penalty amount due to the United States and fifty (50) percent to SCDHEC. The Plaintiff making a demand for payment of a stipulated penalty shall simultaneously send a copy of the demand to the other Plaintiffs.

77. The United States or SCDHEC may, in the unreviewable exercise of their respective discretion, reduce or waive any Stipulated Penalties otherwise due to that Plaintiff under this Consent Decree.

78. Stipulated penalties shall continue to accrue as provided in Paragraphs 71 through 75, during any Dispute Resolution, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of the EPA or SCDHEC that is not appealed to the Court, Defendant shall pay accrued penalties determined to be owing, together with interest, to the United States or SCDHEC within thirty (30) Days of the effective date of the agreement or the receipt of the EPA's or SCDHEC's decision or order;

b. If the dispute is appealed to the Court and the United States or SCDHEC prevails in whole or in part, Defendant shall pay all accrued penalties determined by the Court to be owing, together with interest, within sixty (60) Days of receiving the Court's decision or order, except as provided in Subparagraph 78(c) below.

c. If any Party appeals the District Court's decision, Defendant shall pay all accrued penalties determined to be owing, together with interest, within fifteen (15) Days of receiving the final appellate court decision.

79. Defendant shall pay stipulated penalties owing to the United States by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice in accordance with written instructions to be provided to Defendant, following Entry of the Consent Decree, by the Financial Litigation Unit of the U.S. Attorney's Office for the District of South Carolina, 1441 Main Street, Suite 500, Columbia, South Carolina 29201. At the time of payment, Defendant shall send a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter, which shall state that the payment is for stipulated penalties pursuant to the Consent Decree in United States, et al. v Town of Timmonsville, et al., and shall reference the civil action number and DOJ case number 90-5-1-1-09597, and shall state for which violation(s) the penalties are being paid.

80. Defendant shall pay stipulated penalties owing to SCDHEC by certified check payable to SCDHEC, and mail it to Robert L. Proctor, Enforcement Officer, SCDHEC-Bureau of Water, WP Compliance and Enforcement Section, 2600 Bull Street, South Carolina 29201.

81. If Defendant fails to pay stipulated penalties according to the terms of this Consent Decree, Defendant shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States or SCDHEC from seeking any remedy otherwise provided by law for Defendant's failure to pay any stipulated penalties.

82. Subject to the provisions of Section XIV of this Consent Decree (Effect of Settlement/Reservation of Rights), the stipulated penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the United States or SCDHEC for Defendant's violation of this Consent Decree or applicable law. Where a violation of this Consent Decree is also a violation of the Clean Water Act, Defendant shall be allowed a credit, for any stipulated penalties paid, against any statutory penalties imposed for such violation.

XI. FORCE MAJEURE

83. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Defendant, of any entity controlled by Defendant, or of Defendant's contractors, which delays or prevents the performance of any obligation under this Consent Decree despite Defendant's best efforts to fulfill the obligation. The requirement that Defendant exercise best efforts to fulfill the obligation, includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any such event: (a) as it is occurring; and (b) after it has occurred to prevent or minimize any resulting delay to the greatest extent possible. Force Majeure does not include Defendant's financial inability to perform any obligation under this Consent Decree.

84. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, Defendant shall provide notice orally or by electronic or facsimile transmission to the EPA and SCDHEC, as soon as possible, but not later than seventy-two (72) hours of when Defendant first knew that the event might cause a delay. Within seven (7) Days thereafter, Defendant shall provide in

writing to the EPA and SCDHEC an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Defendant's rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of Defendant, such event may cause or contribute to an endangerment to public health, welfare or the environment. Defendant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Defendant from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Defendant shall be deemed to know of any circumstance of which Defendant, any entity controlled by Defendant, or Defendant's contractors, knew or should have known.

85. If the EPA, after a reasonable opportunity for review and comment by SCDHEC, agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by the EPA, after a reasonable opportunity for review and comment by SCDHEC, for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. The EPA will notify Defendant in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

86. If the EPA, after a reasonable opportunity for review and comment by SCDHEC, does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, the EPA will notify Defendant in writing of its decision.

87. If Defendant elects to invoke the dispute resolution procedures set forth in Section XII of this Consent Decree (Dispute Resolution), it shall do so no later than fifteen (15) Days after receipt of the EPA's notice. In any such proceeding, Defendant shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Defendant complied with the requirements of Paragraphs 83 and 84. If Defendant carries this burden, the delay at issue shall be deemed not to be a violation by Defendant of the affected obligation of this Consent Decree identified to the EPA and the Court.

XII. DISPUTE RESOLUTION

88. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. However, the procedures of this Section shall not apply to actions by the United States or SCDHEC to enforce Defendant's obligations that have not been disputed in accordance with this Section. Defendant's failure to seek resolution of a dispute under this Section shall preclude Defendant from raising any such issue as a defense to an action by the United States or SCDHEC to enforce any obligation of Defendant arising under this Decree.

89. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when Defendant sends the United States and SCDHEC a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed thirty (30) Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States, after consultation with SCDHEC, shall be considered binding unless, within thirty (30) Days after the conclusion of the informal negotiation period, Defendant invokes formal dispute resolution procedures as set forth below.

90. Formal Dispute Resolution. Defendant shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States and SCDHEC a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Defendant's position and any supporting documentation relied upon by Defendant.

91. The United States, after consultation with SCDHEC, shall serve its Statement of Position within forty-five (45) Days of receipt of Defendant's Statement of Position. The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States' Statement of Position shall be binding on Defendant, unless Defendant files a motion for judicial review of the dispute in accordance with the following Paragraph.

92. Defendant may seek judicial review of the dispute by filing with the Court and serving on the United States and SCDHEC, in accordance with Section XVI of this Consent Decree (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within thirty (30) Days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of Defendant's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

93. The United States shall respond to Defendant's motion within the time period allowed by the Local Rules of this Court. Defendant may file a reply memorandum, to the extent permitted by the Local Rules.

94. Standard of Review.

a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Decree, in any dispute brought under this Section pertaining to the adequacy or appropriateness of plans, procedures to implement plans, schedules or any other items requiring approval by the EPA under this Consent Decree; the adequacy of the performance of work undertaken pursuant to this Consent Decree; and all other disputes that are accorded review on the administrative record under applicable principles of administrative law, Defendant shall have the burden of demonstrating, based on the administrative record, that the position of the United States is arbitrary and capricious or otherwise not in accordance with law.

b. Other Disputes. Except as otherwise provided in this Consent Decree, in any other dispute brought under this Section, Defendant shall bear the burden of demonstrating

that its position complies with this Consent Decree and better furthers the Objectives of the Consent Decree.

95. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Defendant under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 78. If Defendant does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section X of this Consent Decree (Stipulated Penalties).

XIII. INFORMATION COLLECTION AND RETENTION

96. The United States, SCDHEC, and their representatives, including attorneys, contractors, and consultants, shall have the right of entry into any facility covered by this Consent Decree, at all reasonable times, upon presentation of credentials, to:

- a. monitor the progress of activities required under this Consent Decree;
- b. verify any data or information submitted to the United States or SCDHEC in accordance with the terms of this Consent Decree;
- c. obtain samples and, upon request, splits of any samples taken by Defendant or its representatives, contractors, or consultants;
- d. obtain documentary evidence, including photographs and similar data; and
- e. assess Defendant's compliance with this Consent Decree.

97. Upon request, Defendant shall provide the EPA and SCDHEC or their authorized representatives, splits of any samples taken by Defendant. Upon request, the EPA and SCDHEC shall provide Defendant splits of any samples taken by the EPA or SCDHEC.

98. Until five (5) years after the termination of this Consent Decree, Defendant shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to Defendant's performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States or SCDHEC, Defendant shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

99. At the conclusion of the information-retention period provided in the Paragraph 98, Defendant shall notify the United States and SCDHEC at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States or SCDHEC, Defendant shall deliver any such documents, records, or other information to the EPA or SCDHEC. Defendant may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If Defendant asserts such a privilege, it shall provide the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of each author of the

document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Defendant. However, no documents, records, or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege.

100. Defendant may also assert that information required to be provided under this Section is protected as Confidential Business Information (“CBI”) under 40 C.F.R. Part 2. As to any information that Defendant seeks to protect as CBI, Defendant shall follow the procedures set forth in 40 C.F.R. Part 2.

101. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States or SCDHEC pursuant to applicable federal or State laws, regulations, or permits, nor does it limit or affect any duty or obligation of Defendant to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XIV. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

102. This Consent Decree resolves the civil claims of the United States and SCDHEC for the violations alleged in the Complaint filed in this action through the Effective Date of this Consent Decree.

103. This Consent Decree has been negotiated under the assumption that Timmons ville and Florence will successfully complete the conveyance of the POTW and PWS, and the grant of franchise to transfer the POTW and PWS to Florence. If, for any reason, the conveyance does not occur and Timmons ville remains the owner and/operator of the POTW and/or PWS, or ownership and/or operation of the POTW and/or PWS revert back to Timmons ville’s ownership

and/or operation, Timmons ville agrees that it is obligated to fully comply with all the requirements of this Consent Decree and acknowledges that it may be subject to further legal action by the United States and SCDHEC to address all the violations addressed in the Complaint. Should the conveyance not occur, Florence will be relieved of any and all responsibilities hereunder.

104. The United States and SCDHEC reserve all legal and equitable remedies available to enforce the provisions of this Consent Decree, except as expressly stated in Paragraph 102. This Consent Decree shall not be construed to limit the rights of the United States or SCDHEC to obtain penalties or injunctive relief under the Act or implementing regulations, or under other federal or state laws, regulations, or permit conditions, except as expressly specified in Paragraph 102. The United States and SCDHEC further reserve all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, the POTW and/or PWS, whether related to the violations addressed in this Consent Decree or otherwise.

105. In any subsequent administrative or judicial proceeding initiated by the United States or SCDHEC for injunctive relief, civil penalties, other appropriate relief relating to the POTW, PWS, or Defendant's violations, Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or SCDHEC in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 102 of this Section.

106. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Defendant is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and Defendant's compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States and SCDHEC do not, by their consent to the entry of this Consent Decree, warrant or aver in any manner that Defendant's compliance with any aspect of this Consent Decree will result in compliance with provisions of the Clean Water Act, 33 U.S.C. § 1251 et seq., the SC Safe Drinking Water Act, S.C. Code Ann. § 44-55-10 et seq., or with any other provisions of federal, State, or local laws, regulations, or permits.

107. This Consent Decree does not limit or affect the rights of the Parties to this Consent Decree against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against Timmonsville or Florence, except as otherwise provided by law.

108. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

XV. COSTS

109. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States and SCDHEC shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by Defendant.

XVI. NOTICES

110. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as follows:

To the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Box 7611 Ben Franklin Station
Washington, D.C. 20044-7611
Re: DOJ No. 90-5-1-1-09597

and

Chief, Clean Water Enforcement Branch
U.S. Environmental Protection Agency
Region 4
61 Forsyth Street
Atlanta, Georgia 30303

Office of Water Legal Support
Office of Environmental Accountability
U.S. Environmental Protection Agency
Region 4
61 Forsyth Street
Atlanta, Georgia 30303

To SCDHEC:

Elizabeth A. Dieck, Director of Environmental Affairs
Department of Health and Environmental Control
State of South Carolina
2600 Bull Street,
Columbia, South Carolina 29201

and

David Wilson, Chief
Bureau of Water
Environmental Quality Control
Department of Health and Environmental Control
2600 Bull Street
Columbia, South Carolina 29201

To Timmonsville:

Mayor
Town of Timmonsville
P.O. Box 447
Timmonsville, South Carolina 29161

and

Eleazer Carter, Esq.
The Carter Law Firm
105 South Brooks Street
Manning, South Carolina 29102

To Florence:

Drew Griffin, City Manager
City of Florence
The City Center
324 West Evans Street
Florence, South Carolina 29501-3456

and

James W. Peterson, Jr., Esq.
Clarke, Johnson, Peterson & McLean P.A.
P.O. Box 1865
Florence, South Carolina 29503

111. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

112. Notices submitted pursuant to this Section shall be deemed submitted upon mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

XVII. EFFECTIVE DATE

113. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket; provided, however, that Defendant hereby agrees that it shall be bound to perform duties scheduled to occur prior to the Effective Date. In the event the United States withdraws or withholds consent to this Consent Decree before entry, or the Court declines to enter the Consent Decree, then the preceding requirement to perform duties scheduled to occur before the Effective Date shall terminate.

XVIII. RETENTION OF JURISDICTION

114. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections XII (Dispute Resolution) and XIX (Modification), or effectuating or enforcing compliance with the terms of this Consent Decree.

XIX. MODIFICATION

115. Upon approval and entry of this Consent Decree by the Court, the terms of this Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed by the United States, SCDHEC, and Florence or by further order of the Court. Where the modification constitutes a material change to this Consent Decree, it shall be effective only upon approval by the Court. Non-material changes to this Consent Decree (including Appendices) may be made by written agreement of the Parties without Court approval.

116. Any disputes concerning modification of this Decree shall be resolved pursuant to Section XII of this Decree (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 94, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Fed. R. Civ. P. 60(b).

XX. TERMINATION

117. Defendant shall achieve final compliance with all terms of this Consent Decree no later than five (5) years after the Effective Date of this Consent Decree. All Work required under this Consent Decree shall be completed by that time. Except as provided in Paragraph 103, this Consent Decree is subject to termination, in whole or in part, after Defendant Certifies that it has met all requirements of this Consent Decree, including: (a) payment of all stipulated penalties due; (b) submission and approval of all plans required in Sections VI through IX or any amendment to this Consent Decree; and (c) completion of all Work and implementation of all the requirements in the Deliverables required in Sections VII through IX of this Consent Decree or any amendment to this Consent Decree. Defendant may serve upon the United States and SCDHEC a Request for Termination, Certifying that Defendant has satisfied those requirements, together with all supporting documentation. The EPA's determination that the Consent Decree should be terminated shall be based on a consideration of whether all of the requirements listed above have occurred, after consultation with SCDHEC.

118. Following receipt by the United States and SCDHEC of Defendant's Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether Defendant has satisfactorily complied with the

requirements for termination of this Consent Decree. If the United States, after consultation with SCDHEC, agrees that this Consent Decree may be terminated, the United States, SCDHEC, and Defendant shall submit, for the Court's approval, a joint stipulation terminating this Consent Decree.

119. If the United States, after consultation with SCDHEC, does not agree that the Consent Decree may be terminated, Defendant may invoke Dispute Resolution under Section XII of this Consent Decree. However, Defendant shall not seek Dispute Resolution of any dispute regarding termination until ninety (90) Days after service of its Request for Termination.

XXI. PUBLIC PARTICIPATION

120. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. Timmons ville and Florence consent to entry of this Consent Decree without further notice and agree not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of this Consent Decree unless the United States has notified Timmons ville and Florence in writing that it no longer supports entry of this Consent Decree.

XXII. SIGNATORIES/SERVICE

121. Each undersigned representative of Timmons ville, Florence, SCDHEC, and the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice certifies that he or she is fully authorized to enter into the terms and

conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

122. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Timmons ville and Florence agree to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

123. The Parties agree that Timmons ville and Florence may forestall filing their Answers pursuant to Fed. R. Civ. P. 12(a)(1)(A)(ii), and the Court, by entering this Order, approves this agreement.

XXIII. INTEGRATION

124. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. Other than the Appendices, which are attached to and incorporated in this Consent Decree, and deliverables that are subsequently submitted and approved pursuant to this Consent Decree, no other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Consent Decree or the settlement it represents, nor shall it be used in construing the terms of this Consent Decree.

125. The Agreement to Convey Utility and Grant Franchise between Timmons ville and Florence, which is attached hereto as Attachment 1 for informational purposes only, is expressly not incorporated into this Consent Decree. The Parties agree that any and all liability deriving

from the Agreement to Convey Utility and Grant Franchise does not adhere to the United States or SCDHEC.

XXIV. FINAL JUDGMENT

126. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States, SCDHEC, Timmonsville, and Florence. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

XXV. APPENDICES

127. The following appendix is attached to and part of this Consent Decree:

Appendix A: List of Items that Must Be Included with NPDES WET Reports

Dated and entered this ___ day of _____, _____.

The Honorable R. Bryan Harwell
UNITED STATES DISTRICT JUDGE
District of South Carolina
Florence Division

WE HEREBY CONSENT to the entry of this Consent Decree in *United States, et al. v. Town of Timmonsville, et al.*, No. 4:13-cv-01522-RBH, subject to the public notice and comment provisions of 28 C.F.R. § 50.7(c):

FOR PLAINTIFF UNITED STATES OF AMERICA:

ROBERT G. DREHER
Acting Assistant Attorney General
U.S. Department of Justice
Environmental and Natural Resources Division

WILLIAM WEINISCHKE
Attorney of Record for United States
Trial Attorney
U.S. Department of Justice
Environmental and Natural Resources Division
Environmental Enforcement Section
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044-7611
Telephone: (202) 514-4592

WE HEREBY CONSENT to the entry of this Consent Decree in *United States, et al. v. Town of Timmonsville, et al.*, No. 4:13-cv-01522-RBH, subject to the public notice and comment provisions of 28 C.F.R. § 50.7(c):

FOR PLAINTIFF UNITED STATES OF AMERICA (Continued):

WILLIAM N. NETTLES
United States Attorney
District of South Carolina

BETH DRAKE
Attorney of Record for United States
Assistant United States Attorney
District of South Carolina
1441 Main Street
Suite 500
Columbia, South Carolina 29201
Telephone: (803) 929-3000

WE HEREBY CONSENT to the entry of this Consent Decree in *United States, et al. v. Town of Timmonsville, et al.*, No. 4:13-cv-01522-RBH, subject to the public notice and comment provisions of 28 C.F.R. § 50.7(c):

FOR PLAINTIFF UNITED STATES OF AMERICA (Continued):

V. ANNE HEARD
Acting Regional Counsel
United States Environmental Protection Agency
Region 4
61 Forsyth Street
Atlanta, Georgia 30303

SUZANNE K. ARMOR
Associate Regional Counsel
United States Environmental Protection Agency
Region 4
61 Forsyth Street
Atlanta, Georgia 30303
Telephone: (404) 562-9701

WE HEREBY CONSENT to the entry of this Consent Decree in *United States, et al. v. Town of Timmonsville et al.*, No. 4:13-cv-01522-RBH, subject to the public notice and comment provisions of 28 C.F.R. § 50.7(c):

FOR PLAINTIFF UNITED STATES OF AMERICA (Continued):

MARK POLLINS
Division Director
Water Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Washington, D.C. 20004

ROBERT D. FENTRESS
Attorney Advisor
Water Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
Mail Code: 2243A
1200 Pennsylvania Avenue, NW
Washington, D.C. 20004

WE HEREBY CONSENT to the entry of this Consent Decree in *United States, et al. v. Town of Timmonsville, et al.*, No. 4:13-cv-01522-RBH, subject to the public notice and comment provisions of 28 C.F.R. § 50.7(c):

FOR PLAINTIFF SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL, on behalf of the STATE OF SOUTH CAROLINA:

JACQUELYN S. DICKMAN
Deputy General Counsel
South Carolina Department of
Health and Environmental Control
2600 Bull Street
Columbia, South Carolina 29201

ELIZABETH A. DIECK
Director of Environmental Affairs
South Carolina Department of
Health and Environmental Control
2600 Bull Street
Columbia, South Carolina 29201

ROGER P. HALL
Senior Counsel
South Carolina Department of
Health and Environmental Control
2600 Bull Street
Columbia, South Carolina 29201
Telephone: (803) 898-3350

WE HEREBY CONSENT to the entry of this Consent Decree in *United States, et al. v. Town of Timmons ville, et al.*, No. 4:13-cv-01522-RBH, subject to the public notice and comment provisions of 28 C.F.R. § 50.7(c):

FOR DEFENDANT TOWN OF TIMMONSVILLE, SOUTH CAROLINA:

MAYOR DARRICK JACKSON
Town of Timmons ville, South Carolina
P.O. Box 447
Timmons ville, South Carolina 29161

ELEAZER CARTER
The Carter Law Firm
P.O. Box 187
105 South Brooks Street
Manning, South Carolina 29102
Telephone: (803) 435-0550

WE HEREBY CONSENT to the entry of this Consent Decree in *United States, et al. v. Town of Timmonsville, et al.*, No. 4:13-cv-01522-RBH, subject to the public notice and comment provisions of 28 C.F.R. § 50.7(c):

FOR CITY OF FLORENCE, SOUTH CAROLINA:

MAYOR STEPHEN J. WUKELA
City of Florence, South Carolina
City Center
324 West Evans Street
Florence, South Carolina 29501

JAMES W. PETERSON, JR.
Clarke, Johnson, Peterson & McLean P.A.
P.O. Box 1865
Florence, South Carolina 29503

Appendix A

ITEMS THAT MUST BE INCLUDED WITH NPDES WET REPORTS

1. All Chain-of-Custody Forms
 - a. Facility information
 - i. Facility Name
 - ii. Site Description
 - iii. State/County
 - iv. NPDES #, Pipe #
 - b. Sample Type (Grab vs. Composite)
 - i. Collected By
 - ii. Start and Stop Time (If Composite)
 - iii. Sample Chilled?
 - c. General Information
 - i. Sample ID
 - ii. Collector
 - iii. Date and Time of Collection
 - iv. Temperature at Collection
 - v. # Containers
 - vi. Volume
 - vii. Preservative (ex: Ice)
 - viii. Parameter being tested
 - ix. Lab ID#
 - d. Sample Custody Transfer Record (signed relinquish and receive with date and time)
 - e. Sample Transport Info
 - i. Method of Transport
 - ii. Carrier
 - iii. Carrier Signature
 - f. Receipt at Laboratory
 - i. Relinquished by and Received By signatures
 - ii. Date and Time of Receipt
 - iii. Name of Organization (Lab) receiving the sample
 - iv. Arrival Temperature of Sample
2. All Reference Toxicant Data for Each Organism Used or Monthly QA/QC Reference Toxicant Data
3. All Raw Data Pertaining to the WET tests
 - a. Bench Sheets
 - i. Results broken down by replicate and test day for each test concentration and the control
 - ii. Any relevant means (i.e. mean of # of young produced for each concentration and control during *Ceriodaphnia dubia* chronic test,

mean weight for each concentration and control of *Pimephales promelas* in a chronic test, etc.)

- iii. Date and Time test began and ended
 - iv. Date and Time of Renewals (if applicable)
 - v. Date and Time of Use of Each Sample (i.e. 1st, 3rd, 5th day collected samples in a chronic test)
 - vi. All physical and chemical measurements
 - vii. How often Fed, date and time
 - viii. # of organisms per chamber
- b. Age of Test Organisms

4. All Statistical Results/Calculations

- a. State Test Results: Clearly Identify Chronic and/or Acute Results (i.e. IC25s for survival and reproduction or growth for chronic tests, and % Mortality in the 100% Effluent Concentration at 48 Hours)
- b. Include any relevant graphs (i.e. Concentration-Response Graphs, etc.)
- c. Include any relevant statistical analysis results
- d. Percent Survival in the Control for each test

FLORENCE CITY COUNCIL MEETING

IX. a
Appointments to
Boards/Commissions

DATE: August 12, 2013

AGENDA ITEM: Report To Council/Boards & Commissions

DEPARTMENT/DIVISION: City Council

I. ISSUE UNDER CONSIDERATION

Council will consider nominations for the City's Boards and/or Commissions

II. CURRENT STATUS/PREVIOUS ACTION TAKEN:

1. Council began making nominations for appointments/reappointments to the Boards and/or Commissions at the July 8, 2013 City Council meeting.
2. Currently there are three Boards/Commissions that have vacancies.

III. ATTACHMENTS

1. Schedule of Council Nominations to Boards and Commissions
2. Applications received.



Andrew H. Griffin
City Manager



APPLICATION FOR BOARDS AND COMMISSIONS
CITY OF FLORENCE
SOUTH CAROLINA

Board or Commission for which you are applying: <i>Parks, Beautification and Leisure Services Commission</i>			
Your Name (Last, First, Middle) <i>Miller, John W</i>	County <i>Florence</i>	Council District <i>1 (one)</i>	
Residential Address <i>1501 N. Carnaby Circle</i>	City <i>Florence</i>	State <i>South Carolina</i>	Zip Code <i>29506</i>
Mailing Address <i>1501 N. Carnaby Circle</i>	City <i>Florence</i>	State <i>South Carolina</i>	Zip Code <i>29506</i>
Your Occupation - Title <i>Retired Grants Administrator</i>	Business Phone <i>N/A</i>	Residence Phone <i>843 669-6006</i>	
Employer Name <i>SC Employment Commission</i>	E-Mail Address <i>jmillar70@sc.rr.com</i>		
Employer Address <i>1550 Gadsden St.</i>	City <i>Columbia</i>	State <i>South Carolina</i>	Zip Code <i>29202</i>

General Qualifications

Are you a resident of the City? Yes No How Long? *67 yrs.*

Why would you like to serve?
See attached sheet

Do you presently serve on any Commissions/ Boards of the City/ County/ State? If so, please list:
See attached sheet

Have you formerly served on any Commissions/ Boards of the City/ County/ State? If so, please list:
See attached sheet

Are you currently in a position of responsibility with an organization or board that has received or is seeking funding from the City of Florence? If so, list the position and date:
See attached sheet

Are you involved in any Community Activities? If so, please list:
See attached sheet

What are your goals and objectives if appointed to the Commission/Board?
see attached sheet

I certify that the information above is true and correct. **Information on this form will be considered public information.**

Signature _____

Date _____

RETURN COMPLETED FORM TO:
 Office of the City Clerk
 City of Florence, City County Complex AA,
 180 N. Irby Street, Florence, SC 29501
 Fax: 843-665-3110

FOR OFFICE USE ONLY	
Received:	<i>8-6-2013</i>
Appointed to:	
Date:	

APPLICATION FOR BOARDS AND COMMISSIONS

John W. Miller

Why would you like to serve?

It can be said that a city is judged by its appearance and the quality of recreation it provides for its citizens. As a lifelong resident of the City Florence it has always been my goal to contribute to my community in every positive way that I can to enhance the lives of all citizens of this great city.

Do you presently serve on any Commissions/County/State?

Presently I serve as Vice-President of the Senior Citizens Association.

Have you formerly served on any Commissions/Boards of the City/County/State?

I am a past Chairman of the Florence County Senior Center Commission (2007-2009), and served on the Senior Center Commission from 2005 to 2010

Former President of the Florence Athletic Hall of Fame Board of Directors

Former member of the Boys and Girls Club of the Pee Dee Board of Directors

Are you currently in a position of responsibility with an organization or board that has received or is seeking funding from the City of Florence?

The Senior Citizens' Association

Are you involved in Community Activities?

Wilson High School Alumni Association

North Vista Elementary School Advisory Committee

Greater Wilson Heights Neighborhood Crime Watch

What are your goals and objectives if appointed to the Commission/Board?

It is my intent to:(a) provide input in the ongoing gateway beautification effort presently underway;(b) advocate for more and improved recreational facilities; and (c) ensure that the services provided to our citizens are of comparable quality to services provided anywhere in the state.



APPLICATION FOR BOARDS AND COMMISSIONS
 CITY OF FLORENCE
 SOUTH CAROLINA

Board or Commission for which you are applying: <i>Parks Beautification and Leisure Services Commission</i>			
Your Name (Last, First, Middle) <i>POSTON NATHANIEL ROWELL</i>		County <i>Florence</i>	Council District
Residential Address <i>1401 Woods Road</i>		City <i>Florence</i>	State <i>South Carolina</i>
Mailing Address <i>PO Box 1585</i>		City <i>FLORENCE</i>	State <i>South Carolina</i>
Your Occupation - Title <i>REAL Estate Agent</i>		Business Phone <i>843.615.2678</i>	Residence Phone <i>- SAME -</i>
Employer Name <i>William Stafford Poston</i>		E-Mail Address <i>NPOSTON@PostonRealty.com</i>	
Employer Address <i>1407 West Evans Street</i>		City <i>Florence</i>	State <i>South Carolina</i>
			Zip Code <i>29501</i>

General Qualifications

Are you a resident of the City? Yes No How Long? *28 yrs*

Why would you like to serve?

Florence has great potential and location to attract entrepreneurs, vacationers, corporations, and locals to live and prosper, which I ultimately foster and promote.

Do you presently serve on any Commissions/ Boards of the City/ County/ State? If so, please list:

Advisory Sub-Committee for UDD for Florence

Have you formerly served on any Commissions/ Boards of the City/ County/ State? If so, please list:

- NEVER PRESENTLY -

Are you currently in a position of responsibility with an organization or board that has received or is seeking funding from the City of Florence? If so, list the position and date:

From May 14, 2011 to August 31st 2011, Diligently and persistently, without monetary compensation/commission from either organizing parties, founded an concept ground that allowed the existence of the MEANWHILE DOWNTOWN Project of which Enclave Junction continues to thrive.

Are you involved in any Community Activities? If so, please list:

- NONE PRESENTLY -

What are your goals and objectives if appointed to the Commission/Board?

Obtain and foster distinctive and marketable aspects of Florence, while planning for growth through innovation and satisfaction of ever changing social needs

I certify that the information above is true and correct. **Information on this form will be considered public information.**

Signature

Nathan Poston

Date

10/02/2012

RETURN COMPLETED FORM TO:

Office of the City Clerk
 City of Florence, City County Complex AA,
 180 N. Irby Street, Florence, SC 29501
 Fax: 843-665-3110

FOR OFFICE USE ONLY

Received:	<i>12-7-2012</i>
Appointed to:	
Date:	



APPLICATION FOR BOARDS AND COMMISSIONS
CITY OF FLORENCE
SOUTH CAROLINA

Board or Commission for which you are applying: Board Member			
Your Name (Last, First, Middle) POSTON, KRISTY LELAND		County Florence	Council District County Council #8
Residential Address 1126 Third Loop Rd Apt H		City Florence	State South Carolina
Mailing Address 1126 Third Loop Rd Apt H		City Florence	Zip Code 29505
Your Occupation - Title Front Office Assistant		Business Phone 843-674-1960	Residence Phone 843-496-0304
Employer Name Carolinas Medical Alliance		E-Mail Address kristymleland@gmail.com	
Employer Address 805 Pamlico Hwy Suite B310		City Florence	Zip Code 29505

General Qualifications

Are you a resident of the City? Yes No How Long? **9yrs**

Why would you like to serve?
I am an up and coming family woman and young professional who can bring fresh ideas to the city

Do you presently serve on any Commissions/ Boards of the City/ County/ State? If so, please list:
No

Have you formerly served on any Commissions/ Boards of the City/ County/ State? If so, please list:
No

Are you currently in a position of responsibility with an organization or board that has received or is seeking funding from the City of Florence? If so, list the position and date:
No

Are you involved in any Community Activities? If so, please list:
I attend community events and wish to be involved with more

What are your goals and objectives if appointed to the Commission/Board?
to make the city more appealing and

I certify that the information above is true and correct. Information on this form will be considered public information.

Kristy Poston
 Signature

03/28/2013
 Date

RETURN COMPLETED FORM TO:
 Office of the City Clerk
 City of Florence, City County Complex AA,
 180 N. Irby Street, Florence, SC 29501
 Fax: 843-665-3110

FOR OFFICE USE ONLY	
Received:	4-1-2013
Appointed to:	
Date:	



APPLICATION FOR BOARDS AND COMMISSIONS
 CITY OF FLORENCE
 SOUTH CAROLINA

(any) ↓

Board or Commission for which you are applying: <u>City-County Historical Commission</u> <u>Parks & Beautification Commission, City-County Civic Center</u>			
Your Name (Last, First, Middle) <u>Thibodeaux, Sarah E</u>		County <u>Florence</u>	
Residential Address <u>2368 Freedom Blvd, Apt A1</u>		City <u>Florence</u>	State <u>South Carolina</u>
Mailing Address <u>Same</u>		City <u>same</u>	State <u>South Carolina</u>
Your Occupation - Title <u>Digital Sales Manager</u>		Business Phone <u>(843) 601 6715</u>	Residence Phone <u>(985) 991-9011</u>
Employer Name <u>Morning News</u>		E-Mail Address	
Employer Address		City	State <u>South Carolina</u>
			Zip Code

General Qualifications

Are you a resident of the City? Yes No How Long? 1 month

Why would you like to serve?
I just moved here, and getting involved in a community's growth is important to me.

Do you presently serve on any Commissions/ Boards of the City/ County/ State? If so, please list:
NO

Have you formerly served on any Commissions/ Boards of the City/ County/ State? If so, please list:
NO

Are you currently in a position of responsibility with an organization or board that has received or is seeking funding from the City of Florence? If so, list the position and date:
NO

Are you involved in any Community Activities? If so, please list:
Florence Little Theatre

What are your goals and objectives, if appointed to the Commission/Board?
I want people to fall in love with Florence as I have, so my goals are to grow this area and remind people why they moved here in the beginning.

I certify that the information above is true and correct. Information on this form will be considered public information.
Sarah Thibodeaux 11/23/2012
 Signature Date

RETURN COMPLETED FORM TO:
 Office of the City Clerk
 City of Florence, City County Complex AA,
 180 N. Irby Street, Florence, SC 29501
 Fax: 843-665-3110

FOR OFFICE USE ONLY	
Received:	<u>11-26-2012</u>
Appointed to:	
Date:	



APPLICATION FOR BOARDS AND COMMISSIONS
 CITY OF FLORENCE
 SOUTH CAROLINA

Board or Commission for which you are applying: <i>Any</i>			
Your Name (Last, First, Middle) <i>Raines Charles E.</i>		County <i>Florence</i>	Council District
Residential Address <i>1313 Jackson Ave</i>		City <i>Florence</i>	State <i>South Carolina</i>
			Zip Code <i>29501</i>
Mailing Address <i>1313 Jackson Ave</i>		City <i>Florence</i>	State <i>South Carolina</i>
			Zip Code <i>29501</i>
Your Occupation - Title <i>Restaurant / Part Owner</i>		Business Phone <i>843-245-9941</i>	Residence Phone <i>843-373-8398</i>
Employer Name <i>Struttin Turkey BBQ</i>		E-Mail Address <i>rainescharlie@hotmail.com</i>	
Employer Address <i>3051 S. Irby St.</i>		City <i>Florence</i>	State <i>South Carolina</i>
			Zip Code <i>29501</i>

General Qualifications

Are you a resident of the City? Yes No How Long? *5 yrs*

Why would you like to serve?
I believe that I have a talent to bring people together to accomplish bigger things. I believe community is the key to building stronger families.

Do you presently serve on any Commissions/ Boards of the City/ County/ State? If so, please list:
I currently serve on the Board of Trustees for the Florence County Library.

Have you formerly served on any Commissions/ Boards of the City/ County/ State? If so, please list:
I served as Chairman of the Florence County Board of Zoning Appeals.

Are you currently in a position of responsibility with an organization or board that has received or is seeking funding from the City of Florence? If so, list the position and date:
N/A

Are you involved in any Community Activities? If so, please list:
President of the Royal Neighborhood Watch Association.

What are your goals and objectives if appointed to the Commission/Board?
To use my ability to be a team player to accomplish the mission given to the Board in a fair and honest way.

I certify that the information above is true and correct. **Information on this form will be considered public information.**

Signature *[Handwritten Signature]*

Date *5/8/13*

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 Office of the City Clerk
 City of Florence, City County Complex AA,
 180 N. Irby Street, Florence, SC 29501
 Fax: 843-665-3110

FOR OFFICE USE ONLY	
Received:	<i>5-9-2013</i>
Appointed to:	
Date:	